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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Arrest of Mrs. Annan Bryce.

THE CASE of Mrs. ANNAN BRYCE would be more important if it were not matter of common knowledge that personal liberty ranks very much lower now than it did before the war. In the official reply given in the House of Lords on Tuesday to Lord PARMOOR's question on the matter, no attempt was made to justify the arrest of the lady at Holyhead under the Restoration of Order in Ireland Act, 1920, and the regulations made thereunder, and it is unnecessary, therefore, at present to consider whether, and how far, that Act and the regulations have any operation outside Ireland. But in effect the official reply says that Mrs. BRYCE was arrested because the treaties with Turkey and Bulgaria have not yet been ratified.

D.O.R.A. in the Case.

THE CONNECTION between Mrs. BRYCE's case and the Turkish and Bulgarian treaties may not at first sight seem very clear, but a reference to the Defence of the Realm Regulations leaves no doubt on the matter. The regulation under which the arrest was made is, we are told, regulation 55. This provides that any person authorized by the competent naval or military authority or any police constable may "arrest without warrant any person whose behaviour is of such a nature as to give reasonable grounds for suspecting that he has acted or is acting or is about to act in a manner prejudicial to the public safety or the defence of the realm," &c. Now this, in common with the other regulations, only remains operative under the Defence of the Realm Consolidation Act, 1914, until the termination of the war, and but for the delay in the ratification of the treaties with Turkey and Bulgaria we should have arrived before now at the termination of the war, and the Defence of the Realm Regulations as originally promulgated would have come to an end entirely. This, however, is not what will happen. By the War Emergency Laws (Continuance) Act, 1920, certain of the regulations are to be continued for a time. But amongst them regulation 55 is not included. Hence we are right in saying that had a little more celerity been shewn in ratifying the remaining treaties, the regulation under which Mrs. BRYCE was arrested would have been extinct, and the Government would have had to find some other

pretext for this wanton interference with the liberty of the subject, and for the equally unjustifiable treatment of Mrs. BRYCE after she had been arrested. But, as we have said, respect for the liberty of the subject has declined since 1914, and the Executive appear to be very slow in abandoning the practically unlimited powers which, whether rightly or wrongly, were entrusted to them at a time of crisis.

The Continuance of Arrest under D.O.R.A.

WE HAVE pointed out that when, in course of time, the war comes to an end, regulation 55 will disappear in common with other regulations except those which Parliament, at the instance of the Government, has preserved under the War Emergency Laws (Continuance) Act. But, while regulation 55 goes, another and somewhat singular regulation is to be substituted for it. This reads:—

> "Any person who is found committing an offence, or who is reasonably suspected of having committed or being about to commit an offence under Regulation 18A, may be arrested without warrant by a constable or by a person authorized for the purpose by a Secretary of State."

Regulation 18A is to be kept alive by the Continuance Act, and in the Second Schedule to that Act its subject matter is described as "Prohibition of communications with agents of foreign powers." But on referring to the last issue of the regulations, 31st May, 1919—we are not aware of anything later—it will be found that the regulation is concerned only with communications with enemy agents:—

> "18A. Where a person without lawful authority or excuse, either within or without the United Kingdom, has been in communication with or has attempted to communicate with an enemy agent and is subsequently found within the United Kingdom, he shall be guilty of an offence within these regulations."

unless he proves absence of knowledge of the enemy character of the agent. But seeing that when the Defence of the Realm Regulations drop by the end of the war there will, happily, be no enemies, what can be the meaning of perpetuating a regulation expressed in these terms? Of course, the regulation may have been altered so as to put the agents of friendly powers on the footing of former enemy agents; but of any such alteration we are not aware. It looks as though the draftsman of the War Emergency Laws (Continuance) Act had resolved that enemy character shall continue even if the late belligerents are at peace. Perhaps he is an Oxford man who did not sign the Poet Laureate's well-meant attempt at friendship. But to go back to Mrs. BRYCE's case, it is obvious that any suspicions which the Government had of her had nothing to do with the war which alone brought D.O.R.A. into existence, and with reference to which the expression "public safety" as used therein is to be construed. We frequently observe motorists acting in a manner prejudicial to the public safety, but no competent military authority arrests them without warrant under regulation 55. When once you leave the war out of consideration, what are to be the limits of the term?

The Greenwood Murder Trial.

THE VERDICT of the jury at Carmarthen Assizes in the *cause célèbre* of *Rex* v. *Greenwood* has not come as a surprise to experienced practitioners at the criminal bar: after the second day of the trial it was generally expected. Indeed any other verdict would have been perverse. The case was one of mere suspicion, albeit very strong suspicion. But in our criminal jurisprudence the maxim *probata non probabilia coguntjudicium* is as potent as it is in other spheres of law. Where the case for the Crown rests on circumstantial evidence—and Sir MARLAY SAMSON rightly pointed out that in poison charges it must always rest on such indirect evidence—the prosecution must prove three things: that the accused had opportunity and motive to commit the crime; that there are some positive links connecting his actions with the crime; and that no other explanation of its occurrence is reasonably credible in all the attendant circumstances. The last requirement, of course, occasions room for diversity of opinion. A fantastic explanation of any crime can always be offered. But the common sense of juries and other plain men usually distinguishes easily between fantastic and really credible alternative explanations. In the present case it was necessary to shew that no reasonably credible explanation of Mrs. GREENWOOD's death was open except that suggested by the Crown. Obviously, however, there were two alternatives. The lady might have died of heart failure consequent on gastritis due to the tumour she was admittedly suffering from, in which case the presence of arsenic in her body might be explained by the fact that she had eaten gooseberries grown in a garden frequently sprayed with weed-killer which contained arsenic. The other alternative was a mistake of the doctor, who might have given her a fatal dose of morphia in pills instead of powdered opium: his own evidence, with its two mistakes, forced everyone to see that this explanation, however improbable, could not be entirely excluded from consideration.

Three Dramatic Moments.

THE GREENWOOD trial, it is safe to say, will be remembered as one of the great poison trials in English legal history. Not since the notorious case of *Rex* v. *Crippen*, twelve years ago, has any murder trial aroused such intense interest in all classes of society. We presume that in due course a place will be found for it in the "Notable Trials" series. It is generally agreed that Sir EDWARD MARSHALL-HALL shewed in this case that he possesses the very highest forensic talents, and that in the sphere of a great murder defence he proved himself not unequal to the giants of the last generation—Sir CHARLES RUSSELL and Sir EDWARD CLARKE—as well as to Sir EDWARD CARSON in our own day. Curiously enough, Sir EDWARD won his maiden fame at the Bar in another murder defence—the *Yarmouth Beach case* of two and twenty years ago. The special fascination of the *Greenwood case*, of course, was due to the status of the parties. The accused was a solicitor of good local standing, and the deceased was the daughter of a great City house. But the trial itself was full of dramatic moments. A great trial is essentially a drama; it resembles a great tragedy in its construction and development. There is an opening act, or "exposition," in the technical jargon of the dramatic critics. Then there is a "development," in which the action grows and the struggle between the contending forces commences. Next comes the "climax," with its "crisis," in which one of the two forces wins the beginning of the matter. The "denouement" then follows, with a gradual slowing down of the dramatic action. Lastly the verdict corresponds with the final scene, the "catastrophe" of a tragedy. In the *Greenwood case* there were at least three "crises," or moments, in which the action reached a moment of intensity and pregnant meaning. One occurred when Dr. GRIFFITHS surprised even the prosecution by withdrawing his evidence at the coroner's inquest, where he stated that he had given Mrs. GREENWOOD morphia pills containing half a grain, and substituted for it a statement that the pills were of powdered opium. As two pills containing half a grain of morphia were agreed by all the experts, including the Home Office expert, to be a fatal dose, the excitement was intense. The second crisis arose when the medical experts attributed the death to a morphia overdose, and the arsenic to gooseberries sprayed with weed-killer. The third moment came when the prisoner accused Superintendent JONES of correcting his statement, and the superintendent actually suggested that Sir EDWARD MARSHALL-HALL had tampered with the police report book in order to suggest that pages had been torn from it. Needless to say, such a suggestion made about an eminent member of the Bar did not assist the case for the prosecution, although not unnaturally provoked by the equally unprecedented charge of forgery made by the prisoner against a reputable police officer.

A Curious Blunder.

BUT PERHAPS the most remarkable episode of the trial in the eyes of a criminal lawyer was the strange blunder made by Sir MARLAY SAMSON in his concluding speech. He actually commented on the fact that the prisoner's second wife had not been called. Of course every novice knows that under

the Criminal Evidence Act of 1898 neither the prisoner nor his wife can be forced to give evidence, and that if either does not elect to go into the box counsel is debarred from commenting on that fact. That Sir MARLAY SAMSON should have accidentally forgotten this even for a moment shews the strain on the mind of counsel which a great murder trial inevitably produces. Everyone knows the analogous story of the young barrister opening his first "soup" at the Old Bailey, who told the jury: "Now, gentlemen, this is not the first time the prisoner has been here."—"You must not say that," said the judge.—"But, my lord, I am prepared to prove previous convictions."—"You must not say that."—"But, my lord, *here they are!*" Sir MARLAY SAMSON'S strange oversight will not soon be forgotten by the criminal bar.

Barristers and the Lay Client.

OUR ATTENTION has been drawn to an interesting, though not altogether accurate, article which appeared in the October *Cornhill*, by Mr. H. G. RAWSON, under the title "Barrister and Client: The Tale of an Abortive Revolt." Mr. RAWSON'S experience as a conveyancer goes back to the days when, in 1881, the Conveyancing Act and the Solicitors' Remuneration Act revolutionized to some extent the practice of conveyancing, and to a greater extent the mode of a solicitor's remuneration, and he speaks of the indignation with which he viewed the passing of these Acts. Such an attitude was, we imagine, unusual, and Mr. RAWSON is a little late in putting his case before the public. That case, we gather, is that the scheme of the Acts was a crafty move on the part of solicitors to increase their own emoluments, while at the same time enabling them to dispense with the assistance of Lincoln's Inn. Mr. RAWSON'S "revolt" was simple enough. He proposed to eliminate the middleman and deal direct with the lay client. He took the opinion of "DICK" WEBSTER, then Attorney-General, and found that in dealing thus he would be committing no breach of professional etiquette. Meanwhile he got some friends to associate themselves with him in the revolt, and there appeared to be quite a good chance of the conveyancing bar getting a bit of their own back, and, with Mr. RAWSON leading them, capturing conveyancing from the other branch of the profession. But "the Bar as a whole was not prepared to shake off its chains." Too many of them found the solicitor to be after all a necessity to their practice. They were in dread of offending him, and the revolt "fizzled out."

The Rule of Etiquette.

THE QUESTION of counsel advising lay clients without the intervention of a solicitor is one which every barrister some time or other considers, and there is no doubt about the rule. The intervention of a solicitor is never in strictness required until the client is involved in litigation actual or threatened. Then counsel must decline direct communication of a professional nature. But short of this he is quite at liberty to have direct dealings with the lay client; he may advise him and may prepare and settle drafts. According to Mr. RAWSON, the opinion which Lord ALVERSTONE gave him was as follows:—

> "There is no rule of etiquette forbidding such direct communication unless legal proceedings are pending or in immediate contemplation."

Similarly the Bar Council have advised that there is no rule against a barrister advising in non-contentious business, but they added that it was an undesirable practice. In this they, perhaps, went outside their province. It was theirs to repeat to any inquirer the well-settled rule. Whether it is desirable to act upon it is a matter for the barrister affected to decide. In fact, the relations between conveyancing counsel and solicitors rest, as in other cases of division of business, upon convenience. There are certain parts of conveyancing work which can be done most conveniently by the help of the staff and arrangements of a solicitor's office. When the business has been narrowed down to advising on title or settling documents, it may be convenient for the solicitor to save time by putting it into the hands of counsel. And this is equally for the convenience of counsel. No busy conveyancing counsel would care to have dealings with the lay client direct, though under special circumstances he might do so, and if he did so he would be within his right. In other words, the trade union rules do not forbid the course. But practically the right of direct dealing with the lay client is of so little use that it is of no great importance whether it is recognized or not. Mr. RAWSON'S attack on the legislation of 1881 is no doubt justified to this extent, that since that time matters which go to counsel usually have some special difficulty in them. Counsel get less of the easy, straightforward work than in the old times. But this is as it should be. It is the only justification for the conveyancing bar.

Novus Actus Interveniens.

IT is a well-known rule of the common law that *damnum sine injuriâ* does not give any cause of action, whereas *injuria sine damno* likewise gives none, except in those cases where the law presumes at least nominal damages. But where both *injuria* and *damnum* exist, there usually is a right of action. Sometimes, however, the right of action is purely nominal. In such cases the damages are said to be too remote. Put in logical language, this means that although the *damnum* is consequent on the *injuria*, and would not have been suffered by the injured party but for the wrong inflicted on him, yet it is not the natural and probable consequence of such wrong. Therefore it is not recoverable.

There are many ways in which damages may arise from A's tort against B, yet be too remote for recovery. But perhaps the most instructive of those occurs when there happens what is technically known as a *novus actus interveniens*—*i.e.*, the intervention of a third party, C, for whom A is not responsible, and whose intervention he could not reasonably have foreseen. But the mere fact of such intervention is not enough to destroy A's liability to B or to make the damage too remote. The test always is whether C's intervention or A's original wrongdoing is the effective cause of the resultant damage: *Lyons* v. *Gulliver* (1914, 1 Ch. 631); *De la Bere* v. *Pearson* (1908, 1 K. B. 280). The test appears to be the same whether the proceedings sound in tort or in contract or even in equity.

The House of Lords has just had to consider this principle and its practical bearings in the interesting case of *Weld-Blundell* v. *Stephens* (1920, A. C. 956). The action was of a character which must be almost unique among reported cases. A was interested in a company, whose manager we will call X. A employed B, a chartered accountant, to investigate the affairs of the company. In a letter of instruction given to B, A inserted libellous statements affecting Y and Z, two officials of the company. Of course such a letter is confidential, and the agent is bound to keep its contents secret. Now B handed the letter to his partner, who negligently left it at the company's office. X, the manager, saw it, and communicated its contents to Y and Z. They sued A, and recovered damages for the libel. Thereupon A sued B for the negligent performance of his duties as an agent, which occasioned this loss to him, and claimed an indemnity for his costs and damages. The Court of Appeal and the House of Lords held that such costs and damages were too remote, and that only nominal damages for the alleged negligence of B were recoverable by A. But this was a majority decision. In the House of Lords Lords FINLAY and PARMOOR dissented, and the three judges who formed the majority were Lords DUNEDIN, SUMNER and WRENBURY.

Put briefly, the *ratio decidendi* of the majority is simply this: That A had committed a tort to Y and Z, and naturally was responsible to them in damages. His tort was therefore the effective cause of the damages he had to pay. True, his tort would have been concealed from Y and Z, who would not in practice have sued or recovered damages had not B been

guilty of a breach of duty which constituted negligence on his part. But such breach of duty did not necessarily result in loss to A. It was the intervention of X which led to the actions and the loss so incurred. Such intervention was not a reasonable or probable result of B's negligence, and hence the damages were too remote.

But although the decision of the House of Lords is capable of being interpreted in this way, a number of points of great interest were discussed in the course of the case and deserve comment here. Indeed, three extremely interesting propositions of law were submitted for the defendant B in the House of Lords, any one of which will repay careful consideration. It was contended in the first place that A had suffered no legal *damnum* at all. True, he had been forced to pay damages to Y and Z. But these damages were the price of his own tort—the libel he had committed against Y and Z. The payment of compensation to Y and Z for damage suffered by them through his own wrongful conduct, it was submitted, cannot in law be regarded as a loss suffered by A himself. He has incurred a legal obligation to Y and Z by his libel of them. He is only discharging that legal obligation when he pays damages to them. He is trying to evade performing it when he defends a suit by them, and thereby incurs liability for costs. No one can be heard to say that he has suffered a legal loss when, in fact, he has merely discharged a legal obligation, and incidentally incurred expenses in attempting to evade it. This is a very ingenious contention. The famous recent case, a House of Lords decision, of *Neville* v. *London Express Newspaper* (1919, A. C. 368), where a newspaper's liability for maintenance was the point at issue, gives it some support. There the defendant newspaper had maintained certain purchasers of land in actoins for fraudulent misrepresentation against the plaintiff, who had been compelled to refund in those actions the moneys he obtained by the fraud with which he was charged. This he relied on as special damage resulting from the newspaper's maintenance of the purchasers in these actions. The absurdity of saying that a debtor, who has been forced by proceedings to pay money he justly owes, has been the victim of tortious maintenance at the hands of someone who has helped the creditor to recover his just debt, is so patent that the point seems really to need no further argument. Nor is it easy to distinguish this case on the special ground that the proceedings were an action for maintenance and not one for negligent breach of an agent's duty.

A second point of equal interest arose in the case. Here A has himself been guilty of a tort against Y and Z. B's breach of duty may have exposed A to proceedings, but surely in such case A and B are joint tort-feasors, and it is trite law that there can be no contribution or right of indemnity as between two joint tort-feasors, at least where—as in the case of libel—the tort is a criminal act. The principle was stated broadly by the late Lord Justice KENNEDY in *Burrows* v. *Rhodes* (1899, 1 Q. B. 816): a man who does an act which he knows to be unlawful, whether a civil wrong or a criminal offence, cannot maintain an action for contribution or indemnity in respect of the resulting liability. It is immaterial whether the action be, in form, one for contribution or one claiming an indemnity; the test is whether the plaintiff knew, or must be taken to have known, that his tortious act was unlawful. Indeed, an express contract to indemnify against the consequences of publishing a libel has been recently held to be void: *Smith* v. *Clinton* (1908, 99 L. T. 840). Of course, where there has been a tortious act, but no conscious wrongdoing by the party cast in damages, this principle does not apply: he can then claim indemnity against a person whose act has landed him in the liability to pay damages: *Bett* v. *Gilbins* (1834, 2 Ad. & E. 57). Here again the ground of principle seems simple and intelligible.

But a much more disputable proposition was also relied on by the defendant. A here has published defamatory matter to B. B has republished such matter to X, with the result that Y and Z sue A. But A can only be liable to Y and Z, it was contended, if he has authorized—expressly or impliedly—B's republication of the libellous matter. If he has not authorized this republication by B, then the libel is in law B's libel, not A's, and A is not liable at all to Y and Z, for the principle of *respondeat superior* is not relevant. If, on the other hand, A has expressly or impliedly authorized B's republication of the libel, then there has been no breach of duty by B in so republishing it, and A has no ground of action against him. This seems a very subtle doctrine. Many objections to it may be raised. But perhaps it is enough to say that a person who publishes a libellous statement does so at his peril; he is estopped by his own default from saying that he did not authorize the particular channel in which it has been circulated. He is therefore liable in damages to the libelled persons whether or not he has authorized his agent to republish, and if the latter wilfully published the libel in an authorized way, we presume that he is guilty of an actionable breach of duty: *Ward* v. *Weeks* (1830, 7 Bing. 211).

While, however, we doubt the validity of one of the defendant's contentions in the House of Lords, the decision of the majority seems right on the main issue. There was in this case a contract of employment between A and B. B, as agent, is clearly under a common law duty to A to use all reasonable care in the performance of his contractual duties. Such reasonable care requires him not to betray A's secrets negligently or wilfully. If he does betray those secrets, he is liable in damages for any injury which may be sustained by A as the consequence of such breach of duty. But the damage must be a real consequence of the breach. As Lord Justice BOWEN says in *Cobb* v. *Great Western Railway Co.* (1893, 62 L. J. Q. B. 335), "the damage must be such as would flow from the breach of duty in the ordinary and usual course of things. That is the general rule, both in contract and in tort, except that in contract the law does not consider as too remote such damages as were in contemplation of the parties at the time when the contract was made. Subject to that exception, only such damages can be recovered as were immediately and naturally caused by the breach." The question, therefore, is simply whether A's own libel or B's breach of duty in republishing the libel was the *vera causa* of the act which led immediately to Y and Z's suits for damages, namely, X's communication of the libellous letter.

Lord SUMNER, in his judgment, answers this query with his usual neatness and lucid acumen. He uses again the familiar distinction between the *causa causans* and a mere contributory cause, or *causa sine quâ non*. He points out that the *causa proxima* of A's loss is the *novus actus interveniens* of X, who found the libellous letter and disclosed its contents to Y and Z. He then considers the two original causes of this *causa proxima*, namely, A's own libellous act and B's negligence. He shews that of these two *causæ* A's act is clearly the *causa causans*, and B's negligence merely a *causa sine quâ non*. B's negligence, therefore, is not the effective cause of the damages paid by A, and the latter must be ruled out as too remote.

Res Judicatæ.

Forcible Entry.

To the layman it always seems anomalous that a man who has been dispossessed of his house or property is not entitled to re-enter with the "*fort main*," and must go to the court for an order restoring his property to him. He is inclined to say that the law is a "hass." But the King's peace must be preserved. It would not be preserved if every wronged person took to redressing his wrongs in person; so if peaceable retaking of one's personal property is impossible, the only remedy is in the courts—an action of replevin, or detinue, or conversion, as the case may be, or in London a summary application to justices for an order. Only when a thief takes one's property and is pursued with "hue and cry" can one re-take it by force. In the case of land the matter is, of course, regulated by the well-known statute, 5 Ric. 2, No. 1. cap. 7. In quaint language the statute says that none may "make any entry into any lands and tenements but in case where

entry is given by the law; and in such case not with strong hand and with multitude of people, but only in peaceable and easy manner." But in practice it is not always easy to fix the boundary line between "peaceable" and "forcible entry," nor yet to say when entry is made by authority of the law. And in the recent case of *Hemmings* v. *Stoke Poges Golf Club (Limited)* (1920, 1 K. B. 720), Mr. Justice PETERSON did not interpret the statute in the same way as the Court of Appeal, who reversed him. Incidentally they overruled three well-known cases, *Newton* v. *Harland* (1840, 1 Man & G. 644), *Beddall* v. *Maitland* (1881, 17 Ch. D. 174), and *Edwick* v. *Hawkes* (1881, 18 Ch. D. 199). The facts were these. The servant of a golf club occupied a cottage by virtue of his contract of employment with them. He left their service, but refused to give up the house. Thereupon the club sent agents to remove the man, his wife, and their furniture. No unnecessary force was used. It was held by the Court of Appeal that this was not a case of "forcible entry" in breach of the statute, since the servant was not "in possession" of the cottage at all, but merely in physical user of it by virtue of his contract of employment. It should be stated that the plaintiff took proceedings in tort for assault and trespass. No criminal suit under the statute was instituted.

Supersession of Courts by S atute.

One of the most important cases ever decided in the whole history of our Constitutional Law is the recent Indian appeal of *Bugga* v. *King Emperor* (1920, 47 Ind. App. 128). Section 65 of the Government of India Act, 1915, confers on the Governor-General in Council a general power to make laws for British India. But there is an interesting limitation to his powers expressed in sub-section 2 of the section. This inhibits him from making "any law affecting the authority of Parliament or any part of the unwritten law or constitution of the United Kingdom . . . whereon may depend in any degree the allegiance of any person to the Crown of the United Kingdom." This is a very interesting proviso, for it recognizes "unwritten laws" of the "British Constitution." Again, sub-section 3 provides that the Governor-General in Council "has not power without the approval of the Secretary of State in Council to make any law empowering any Court, other than a High Court, to sentence to the punishment of death any of His Majesty's subjects born in Europe, or the children of such subjects, or abolishing any High Court." Here we find an interesting "*privilegium*" reserved for Europe-born subjects of the Crown in India: they can only be sentenced to death by a judge of the High Court. But section 72 enables the Governor-General, in case of emergency, to make Ordinances for the peace and good government of British India, which, for a period of six months, are to have the like force to a statute passed under section 65. Now, the Governor-General in 1919 made an Ordinance, known as Ordinance IV. of 1919, empowering persons *not* High Court judges to try certain offences in the nature of rebellion and to pass sentence of death. The question that arose was, in substance, whether such an Ordinance was valid for six months under section 72, although it contravened the provisoes in sub-sections 2 and 3 of section 65. And the decision was that it was valid. Punishment for rebellion does not directly affect the allegiance of subjects to the Crown, and therefore a law dealing with it is not a law covering a part of the Constitution on which may depend the allegience of any subject.

Merger in Marine Insurance.

The law of merger is familiar to the Chancery practitioner, but does not often arise in the Commercial Court. In *Wilson Shipping Co.* v. *British and Foreign Insurance Co.* (1920, 2 K. B. 25), however, the Court of Appeal—and Mr. Justice BAILHACHE, whose decision they reversed—had before them a point of Marine Insurance Law which raised this interesting doctrine. The owners of a steamer insured her by a time policy against marine risks only, including particular average. The vessel was in Admiralty service under an Admiralty charter-party, by the terms of which the Admiralty contracted to pay for loss by war risks the ascertained value of the steamer, if she was totally lost, at the time of the loss. During the currency of the marine risk policy the vessel sustained losses by marine risks. The damage was not repaired, and her value accordingly depreciated by £1,770. Then, the marine policy still being in force, she became a total loss by war perils. The underwriters contended that the partial loss merged in the subsequent total loss: a curious doctrine laid down in the old case of *Livie* v. *Janson* (1810, 12 East, 648). If correct, this would absolve the underwriters from liability for the marine risks, and might or might not throw the whole loss on the shoulders of the Admiralty. But the Court of Appeal held that the partial loss continued to the prejudice of the owners inasmuch as they could only recover the value at the time of total loss from the Admiralty, *i.e.*, a value depreciated by £1,770. Hence the evidence of prejudice to the rights of the owners prevented merger in accordance with the well-known principle of equity, which, however, is not usually supposed to extend to commercial contracts.

Interpretation of Warranty.

A neat little point came up in *Simmonds* v. *Cockell* (1920, 1 K. B. 843). Here an occupier had insured his premises against loss by housebreaking and theft. The premises were used both for business and for residential purposes. The policy contained a warranty by the insured in these terms: "Warranty that the said premises are always occupied." But, notwithstanding this warranty, the occupier and his wife went to church on Sundays, leaving the premises unattended, and their devotion to religious duty was unkindly rewarded by a housebreaker, who broke in during their absence. The point arose whether the warranty had been broken or not. And the view Mr. Justice ROCHE took was that the warranty merely meant that the premises should be the subject of continuous residence; it did not mean that they should never be left unattended for a moment.

Books of the Week.

Constitutional Law.—The Case of Requisition: *Re* A Petition of Right of De Keyser's Royal Hotel (Limited) *v.* The King. By LESLIE SCOTT, K.C., and ALFRED HILDESLEY, Barrister-at-Law. With an Introduction by the Right Honourable Sir JOHN SIMON, K.C. Oxford: At the Clarendon Press. 16s. net.

Taxation.—The Corporation Profits Tax. Annotated and Explained. By CYRIL L. KING, Barrister-at-Law. Stevens & Sons (Limited). 2s. 6d. net.

Damages.—The Measure of Damages in Actions of Maritime Collisions. Second Edition. By EDWARD STANLEY ROSCOE, Barrister-at-Law. With Notes of American Cases and Epitomes of the Law of Scotland, by JOHN A. SPENS; France, by LEOPOLD DOR; and Germany, by Dr. O. SCHROEDER. Stevens & Sons (Limited). 12s. 6d. net.

Correspondence.

The Agriculture Bill.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—As a result of the resolution of the Council of the Land Union on the above Bill, which stated that, unless the Agriculture Bill were drastically amended on the Report Stage in the House of Commons, its rejection should be moved on the Third Reading, many inquiries have been made for further information as to the nature of the alterations referred to in the resolution.

The chief amendments placed upon the Order Paper in the House of Commons on behalf of the Land Union would alter the provisions of the Bill in the following manner:

(1) To take from the jurisdiction of Agricultural Committees the power to compel farmers, under a heavy penalty, to cultivate as the Committee directs, paying no compensation if the cultivations ordered meet with failure.

(2) To prevent the Agricultural Committees ordering the erection of buildings at the expense of the owner of the land where such buildings are unnecessary.

(3) To provide that owners of land, including those farmers who have purchased their holdings, shall be free to resume possession for themselves or members of their families of any land which they may have temporarily let.

(4) To retain the right to compensation already possessed by farmers who have suffered loss by ploughing up land under orders issued on the authority of the Defence of the Realm Act. The Agriculture Bill proposes to take away this right, which Parliament has already granted in the Corn Production Acts, 1917-18.

(5) To secure that in all questions arising between landlord and tenant as to the necessity of improvements or repairs, either party shall have the right to call for an independent arbitration by a practical agricultural surveyor.

In addition to the above amendments, several others are being moved on our behalf dealing with detailed provisions of the Agriculture Bill, but, in the interests of the great agricultural industry,

we consider that amendments on the lines indicated above are vital if that industry is to be successfully conducted in the future.

As the resolution referred to above has been widely reported in the Press, I should esteem it a favour if you could find room in your columns for this communication.

R. B. YARDLEY, Secretary.

The Land Union, 15, Lower Grosvenor-place,
London, S.W. 1, 8th November, 1920.

Corpse Ways.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—My brother-in-law tells me that in the parish of Goodnestone in Kent (of which he is vicar) the idea that the carrying of a corpse over a road will establish a right of way is still held, and that when a funeral is allowed by the owner to cross the private road through the park (which is a short cut from one part of the parish to the church) a nominal charge is still made for the permission—1d. to the poorer, and 1s. to those better off—so that a right of way shall not be acquired; but he does not know how the charge arose or when. R. O. BURNETT.

14, Lincoln's Inn Fields, W.C. 2.
5th November, 1920.

CASES OF THE WEEK.

Court of Appeal.

Re **DAVIDSON'S PATENTS.** No. 1. 26th October.

PATENT—EXTENSION—DAMAGE TO PATENTEE CAUSED BY HOSTILITIES—APPLICATION BY ORIGINATING SUMMONS—TIME FOR APPLICATION—DECISION OF JUDGE OF FIRST INSTANCE FINAL—PATENTS AND DESIGNS ACT, 1907 (7 ED. 7. c. 29), s. 18—PATENTS AND DESIGNS ACT, 1919 (9 & 10 GEO. 5, c. 80).

Upon an application by a patentee by originating summons asking that the term of his patent might be extended under section 7 (3) of the Patents Act, 1919, on the ground of loss or damage suffered during the war, the judge to whom patent cases are referred adjourned the summons indefinitely on the ground that it was premature, the patent not being near its expiration.

Held, that under section 92 of the Patents Act, 1907, as amended by the Patents Act, 1919, this was a decision not subject to appeal, which only lies in the case of an order revoking or confirming the revocation of a patent.

Appeal by the applicant from a decision of Sargant, J. The applicant, Samuel Cleland Davidson, was the grantee of eight patents for improvements in the treatment of latex and rubber, and in rubber-making machinery granted in 1912-1915, both years inclusive, and applied by originating summons under section 7 (3) of the Patents Act, 1919, adding a new sub-section (6) to section 18 of the Patents Act, 1907, asking that the terms of the several patents might be extended by reason of loss or damage suffered by the patentee during and owing to the war. Sargant, J., held that the new procedure had not made any difference to the well-settled practice under which the patentee could only apply for extension of the term of his patent at a date shortly before the last six months before the expiration of the patent, and refused to make any order for extension, but directed the summons to stand over indefinitely, with liberty to restore at a suitable future date. The patentee appealed. Upon the opening of the appeal counsel for the Comptroller took the preliminary objection that the decision of Sargant, J., was final, and that the court had no power to entertain the appeal.

THE COURT allowed the objection, and dismissed the appeal.

Lord STERNDALE, M.R., said that he regretted the decision to which he felt bound to come. The result was that a very important point could not be considered either in the Court of Appeal or in the House of Lords. The point was whether there was an appeal from what Sargant, J., did with the summons before him. That summons was taken out for the prolongation of the applicant's patents by reason of his having suffered losses or damage brought about by the war. Sargant, J., considered the matter, and he came to the conclusion that the summons had been taken out too soon, and that according to the old practice, which he thought still prevailed, such an application ought not to be heard until a date approaching the expiration of the patent. He therefore made an order that the summons should stand over until a day nearer to the expiration of the patent, with liberty to apply to restore it to his list. His decision, therefore, was that the application was premature. The first question was whether that was a decision. In his (his lordship's) opinion it was a decision on the application before the learned judge. The sections on which the matter turned were sections 18 and 92 of the Patents Act, 1907, and section 7 of the Patents Act, 1919. Section 18 of the Act of 1907 enabled a patentee to present a petition to the court for the extension of his patent at least six months before the time limited for the expiration of the patent. By sub-section (4) "the court, in considering its decision, shall have regard to the nature and merits of the invention in relation to the public, to the profits made by the patentee as such, and to all the circumstances of the case." Section 92 (2), as it then stood, was as follows:—Where, by virtue of this Act, a decision of the comptroller is subject to an appeal to the Court, or a petition may be referred or presented to the Court, the appeal shall, subject to and in accordance with rules of the Supreme Court, be made and the petition referred or presented to such judge of the High Court as the Lord Chancellor may select for that purpose, and the decision of that judge shall be final, except in the case of an appeal from a decision of the comptroller revoking the patent on any ground on which the grant of such patent might have been opposed The Patents Act, 1919, s. 7, provided as follows:—(3) At the end of the same section (*i.e.*, section 18 of the Act of 1907) the following sub-section shall be added:—(6) Where, by reason of hostilities between his Majesty and any foreign State, the patentee as such has suffered loss or damage (including loss of opportunity in dealing in or developing his invention owing to his having been engaged in work of national importance connected with such hostilities), an application under this section may be made by originating summons instead of by petition, and the court, in considering its decision, may have regard solely to the loss or damage so suffered by the patentee. Provided that this sub-section shall not apply if the patentee is a subject of such a foreign State as aforesaid, or is a company the business whereof is managed or controlled by such subjects or is carried on wholly or mainly for the benefit or on behalf of such subjects, notwithstanding that the company may be registered within his Majesty's Dominions. It seemed to his lordship that the matters mentioned in the sub-section "the suffering of loss or damage" would have been circumstances which the court could have considered on an application under section 18 of the principal Act. Those matters could have been brought before the court by petition, but not otherwise. The new sub-section provided that an application could be made by an originating summons instead of a petition, and when so made the court could consider solely circumstances of loss or damage suffered by the patentee. But there was another provision of the Act of 1919 contained in what was called the "Schedule of minor amendments" prescribed by section 20 of the Act. The result of one of those amendments was that section 92 of the principal Act now read as if the following words were inserted after the words "the appeal shall"—viz., "except in the case of a petition for the revocation of a patent under section 25 of this Act," and for the words "and the decision of that judge shall be final, &c.," to the end of the section were substituted the words "an appeal shall not lie from any decision of such judge except in the case of an order revoking or confirming the revocation of a patent." The learned judge below decided that the word "may" in section 7 of the Act of 1919, or rather in sub-section (6) of section 18 of the principal Act, was not to be construed as imperative, and as meaning "shall." He therefore held that he could consider the other circumstances to be taken into consideration under the principal Act, and that as he was entitled to do so he held that the proper course was not to entertain the application until shortly before the time limited for the expiration of the patent. The matter was one of great importance, and it was unfortunate, in his (his lordship's) opinion, that there could be no appeal from that decision. A decision that the summons was premature was certainly a decision, and it was clear that any decision of a judge in a case under the Acts, except in the case of an order revoking or confirming the revocation of a patent, was not subject to any appeal. Therefore there was no appeal in the present case. The appeal failed, therefore, as no appeal lay.

WARRINGTON and YOUNGER, L.JJ., delivered judgment to the same effect, the former observing that the amendment of section 92 increased the class of cases in which the decision of the special judge was not subject to appeal, and both judges joining in the regret expressed by the Master of the Rolls that under the new Act no appeal lay except from the revocation of a patent.—COUNSEL, *Sir A. Colefax*, K.C., and *Byrne; Danckwerts*. SOLICITORS, *G. B. Ellis; Solicitor to the Board of Trade*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

BANQUE BELGE POUR L'ETRANGER (SOCIETE ANONYME) *v.* HAMBROUCK, SPANOGHE AND OTHERS. No. 2. 26th October; 5th November.

BANK—FRAUDULENT CHEQUES—PROCEEDS PAID TO THIRD PERSON—MONEY HAD AND RECEIVED.

The defendant H. had obtained sums amounting to £6,680 from the plaintiff bank by means of fraudulent cheques purporting to be drawn by one P., a customer of the bank. The fraud was discovered and H. sentenced to penal servitude. Most of the money so obtained by H. appeared to have been given by him to his mistress S., who paid the cheques into her own banking account with a London bank. There was, when H. was sentenced, at her bank £315, balance of a large cheque given her by H., and the London Bank was ordered to pay that sum into court, it having been claimed by the plaintiff bank. As to this sum Salter, J., while holding that it had been received by S. without guilty knowledge, gave judgment for the bank upon the ground that there was no consideration other than an immoral one, and therefore,

as in the circumstances it was clearly the proceeds of the fraud committed by H., the bank could recover it as money had and received by S. to their use. S. appealed.

Held, that the judgment appealed from was right.

Sinclair *v.* Brougham (1914, *A. C.* 398 *and p.* 415) *followed.*

Dictum of Lord Ellenborough *in* Hudson *v.* Robinson (4 *M. & S.* 475) *approved.*

Decision of Slater J. (*reported* 123 *L. T. Rep.* 495) *affirmed.*

Appeal by Mdlle. Spanoghe from a judgment of Slater, J., sitting without a jury. During the war a M. Pelabon set up munition works on a considerable scale at Richmond, Surrey, and the defendant Hambrouck entered his service, and rose to a position of confidence in the counting-house. He obtained £6,680 15s. 6d. of M. Pelabon's money by a system of gross fraud, whether by forgery in the strict sense of the words, was in dispute at the trial between the plaintiffs and M. Pelabon, but at any rate, M. Pelabon lost the money, by forged or fraudulently obtained cheques. At that time Hambrouck, although a married man, was living with the appellant, Mdlle. Spanoghe, at Twickenham. She had a banking account with the London Joint City and Midland Bank, and the only moneys she paid into that account were moneys received from Hambrouck. Between May and August, 1919, Hambrouck made certain payments to the appellant which were credited to her banking account amounting in all to £465, and Slater, J., found as a fact that those payments to Mdlle. Spanoghe were the direct proceeds of the cheques obtained by Hambrouck by these frauds. The main ground of the appeal was that these payments to the appellant were gifts to her, and an averment that coin of the realm could not be earmarked so as to entitle the bank to have the money paid to them. Evidence was given that Hambrouck got the cheques cashed through his own account with the London Joint City and Midland Bank and handed her notes, which the appellant paid into her current account. *Cur. adv. vult.*

Bankes, J., read a judgment, in the course of which he said that in this action the plaintiffs claimed an order that £315 paid into court by the London Joint City and Midland Bank should be paid out to them. His lordship referred to the material facts, and said that when Hambrouck's frauds were discovered the appellant had standing to her credit £315 at the London Joint City and Midland Bank. The statement of claim alleged that Hambrouck obtained payment of twenty-eight cheques by fraudulently representing that they were drawn by M. Pelabon's authority. For the purpose of his judgment he would assume that Hambrouck obtained a voidable title to the proceeds of the cheques. Whatever the position of the plaintiff bank might have been in relation to its customer M. Pelabon, in the event of the bank's being unable to recover the moneys which they had paid out when the cheques were presented, it was clear that the payments were their money which they were entitled to recover if they could. That conclusion disposed of the point raised by the appellant's counsel, that the action could not lie, because the bank was at the time of the trial claiming that, as between itself and M. Pelabon, the loss must fall upon him. Had the claim been for the recovery of a chattel sold instead of an alleged gift of money, it was not denied by the appellant's counsel that the appellant must have established that she gave value for it, without notice that it had been obtained by the vendor by fraud. But they attempted to distinguish the present case from that of the sale of a chattel by saying (*a*) that the appellant who took without notice of the fraud obtained a good title to the money because it was a gift; (*b*) because the rule applicable to a chattel had no application to currency; (*c*) that the money having been paid into her banking account prevented any following of the money by the plaintiff bank, and that no action for money had and received could therefore lie. His lordship thought the first contention could be supported neither on the facts nor in law. The second contention rested on a misconception of the meaning which had been attached to the expression "currency" in some of the decisions which had been referred to (see *Miller* v. *Race* (1 Burr 452 and p. 457, *per* Lord Mansfield), and *Moss* v. *Hancock* (1899, 2 Q. B. 111 and p. 118, *per* Channell, J.). When the word currency was used merely as the equivalent to coin of the realm, then for present purposes the difference between currency and a chattel personal is one of fact: see *per* Lord Ellenborough in *Taylor* v. *Plumer* (3 M. & S. 562 and p. 575). Nor could the appellant's last contention be supported. The law on the subject had been recently fully discussed in the case of *Sinclair* v. *Brougham* (1914, A. C. 398), that it need only be pointed out that the law as laid down by Lord Ellenborough in *Taylor* v. *Plumer* (*supra*) as to the right of the owner to recover property in the common law courts from a person who can show no title to it where the property was capable of being traced, whether in its original form or in some substituted form, was fully accepted, and it was explained that the rule in equity which was applied in *Hallett's case* (13 Ch. D. 696) was only introduced to meet cases where the money sought to be traced could no longer be identified owing to it having become merged in the bank's assets. Even if it had been necessary to apply the rule in *Hallett's case* to enable the plaintiff bank to establish the right to the money, he saw no difficulty in applying the rule to the facts as found by the trial judge. The appeal failed.

Scrutton and Atkin, L.JJ., read judgments to the like effect.—Counsel, for the appellant, *Langdon*, K.C., and *Walter Warren*; for the respondents, *Barrington-Ward*, K.C., *D. N. Pritt* and *W. T. Monckton*. Solicitors, *Appleton & Co.*; *Michael Abrahams, Sons & Co.*

[Reported by Erskine Reid, Barrister-at-Law.]

High Court—Chancery Division.

JOEL *v.* INTERNATIONAL CIRCUS AND CHRISTMAS FAIR.
Eve, J. 29th October.

Contract—Stand at Exhibition—"Rent Payable"—Directors' Refusal of Unsuitable Exhibit—Right to Let to Other Persons—Tenant or Licensee—Injunction.

The plaintiff applied for a stand at the defendants' exhibition on a form supplied by the defendants. The defendants objected to the use to which the plaintiff proposed to put the space, and claimed the right to let it to another person.

Held, that the plaintiff was a tenant, and not a mere licensee, and was entitled to an injunction restraining the defendants from letting the space in breach of the contract.

This was a motion for a declaration that the plaintiff was entitled to a stand at an exhibition, and for an injunction restraining the defendants from breach of contract. By a standholders' application dated 5th October, 1920, which accompanied regulations signed on behalf of the defendant firm and which for the purpose of the present motion constituted the contract, the plaintiff applied to be allotted three spaces at a certain charge at a fair to be opened in December, the right to alter the dates of opening and closing the fair being reserved to the defendants. Half the "rent payable" was to be remitted with the application, the balance to be paid before 1st November. No exhibitor was to "sublet or divide" any space without the defendants' consent, and the defendants might refuse or remove any exhibit not sanctioned or unsuitable. The directors' decision of disputes was to be final and accepted by the tenant, and an exhibitor if objectionable might be excluded "during the period of this tenancy." The defendants objected to the use to which the plaintiff proposed to put one of the spaces, refused the balance of his payment for the space, and asserted a right to let it to persons other than the plaintiff. The plaintiff claimed a declaration of his right to the space, and now moved for an injunction until the trial. For the plaintiff it was argued that a tenancy had been created between the parties, but that if the plaintiff was in the position of a licensee a court of equity would intervene to prevent revocation. For the defendants it was said that the contract conferred only a revocable licence without any exclusive possession.

Eve, J., said that the right of the plaintiff involved the consideration of two questions: (1) What was the contract between the parties? and (2) what was the true construction thereof? On the evidence he thought the proper conclusion to be drawn at this stage, although it might be modified when the case came on for trial, was that the plaintiff was right as to the making of the contract on the 5th October. As to the other question, the point arose whether it was an agreement under which the plaintiff took an interest in the premises, or whether it was a mere licence under which on the conditions therein mentioned he might use the premises. The right of the plaintiff turned solely on the construction of the contract, because if the court held that it was a mere licence the authorities to which Mr. Whitmore Richards had referred would not justify him in granting an injunction. His lordship could not agree that the decisions in *Hurst* v. *Picture Theatres Ltd.* (1915, 1 K. B. 1) and *Jones & Sons* v. *Earl of Tankerville* (1909, 2 Ch. 440) went further than to say that while determining in equity that a licence which was not under seal could not be the subject of specific performance, if given for valuable consideration the court would in certain cases intervene to prevent revocation. He could find nothing in the documents inconsistent with the view that the plaintiff was in fact a tenant and not a mere licensee, but a person having for a limited time exclusive occupation of the spaces. On that construction there was an agreement which could be specifically performed, and the attitude which the defendants were now adopting, if it were persisted in, would render the plaintiff's claim to specific performance abortive. They had returned the money for the space and had refused to recognize the agreement, and had asserted the right to let the space to other persons. In that state of things the plaintiff was entitled to an injunction to prevent an obvious breach of an agreement which he held could be specifically performed. The injunction asked for would therefore be granted, and the costs would be costs in the action.—Counsel, *Whitmore Richards; Gover*, K.C., and *J. N. Gray*. Solicitors, *Fielder, Jones, & Harrison; Campbell, Hooper, & Todd.*

[Reported by S. E. Williams, Barrister-at-Law.]

LEWCOCK *v.* BROMLEY AND ANOTHER. Sargant, J. 21st October.

Vendor and Purchaser—Authority of Agent to Sell—Authority to Find Purchaser—Authority to Sign Contract.

It is not sufficient to prove a vague authorization which might amount to an authorization to sell or to find a purchaser in order to establish the relationship of agency to make a contract. It is necessary to prove an express authority to sign.

Homer *v.* Sharp (1874, *L. R.* 19 *Eq.* 108) *applied.*

Rosenbaum *v.* Bilson (1900, 2 *Ch.* 266) *distinguished.*

This was an action for specific performance against one defendant, and in the alternative for damages for breach of warranty of authority against the other. On 24th February, 1920, the defendant Cooper, under his firm name of Trimming & Co., wrote to the defendant Bromley saying that he had received an offer of £125 for certain plots of building land, and that he would be glad if the defendant Bromley

would instruct him if he was to accept the same. On 26th February Bromley wrote back that if the offer had no connection with certain named persons the price for the plots was £150. On 28th February an agreement was entered into between the plaintiff and the defendant Cooper under which the plaintiff acknowledged that he had purchased the plots for the sum of £150, and that he had paid to the agents for the vendor (Mr. John Bromley) a deposit of £25, and agreed to complete the purchase on 25th March, 1920. At the foot of this agreement the defendant Cooper, in the name of Trimming & Co signed and wrote the words: "As agent for the vendor (Mr. John Bromley), we hereby confirm the said sale, and as stakeholders acknowledge the receipt of the said deposit of £25." They then wrote to the defendant Bromley enclosing this agreement, and on 2nd March the defendant Bromley wrote to Trimming & Co. and returned the contract, saying that it was useless, as the property did not belong to him but to his daughter. The evidence of the defendant Cooper was to the effect that he was instructed to sell the property.

SARGANT, J., after stating the facts, said: The only substantial question in this case is whether or not the agent had authority to sign the contract. Cooper in the witness-box said that Bromley requested him to sell the property, but I am not satisfied that Cooper intended to give the exact words used by Bromley. He obviously thought that an agent, whether authorized to sell or to find a purchaser, can sign a contract binding on the vendor. The law on this point is quite settled that a general authority to an agent to find a purchaser does not authorize the agent to sign a contract binding on the vendor. There must to justify such a signing be a special and express authority to sign, and no such special authority has been shown in the present case. The case is governed by the ordinary rule as laid down by Hall, V.C., in *Hamer* v. *Sharp* (*supra*), and by Parker, J., in *Thuman* v. *Best* (1907, 97 L. T. 239). The decision of Buckley, J., in *Rosenbaum* v. *Bilson* (*supra*) depended on special circumstances, and furnishes no guide in the present case. The action as against Bromley must be dismissed with costs on the High Court scale. The plaintiff is entitled to nominal damages of 5s. as against Cooper, who is responsible for the action being necessary, and he must pay the costs of both the plaintiff and the defendant Bromley, but as the action might have been brought in the county court, Cooper will only have to pay the costs either of the plaintiff or the defendant Bromley on the county court scale.—COUNSEL, *L. F. Potts; Alexander Grant*, K.C., and *Charles Church; Rolt*, K.C., and *Howard Wright*. SOLICITORS, *W. J. Hellyar; Sherrard & Sons; Edward E. Kent*.

[Reported by LEONARD MAY Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re **HINCKES. DASHWOOD** *v.* **HINCKES.** Astbury, J. 22nd July.

WILL—SHIFTING CLAUSE MEANING OF "ACTUALLY ENTITLED TO THE POSSESSION OR THE RECEIPTS OF THE RENTS OF THE F ESTATE OR THE BULK OF THAT ESTATE"—RENT CHARGE EXHAUSTING THE F RENTS—POWER OF APPOINTMENT.

Where a settlement by will contained a shifting clause which was to operate if A should become "actually entitled to the possession or the receipts of the rents of the F estate" or the bulk of that estate, and by a conveyancing device of an appointment a rent charge was created not to exceed nine-tenths of the F rents and the F estate was limited to trustees and the surplus income made applicable for the benefit of A's wife and children.

Held, that although A was substantially in possession, the shifting clause had not operated. Although the court might look at the substance of the clause, it must construe it strictly according to its language, and could not read into it grounds of dispossession which were not there.

Leslie *v.* Rothes (1894, 2 *Ch.* 499) *and* Shuttleworth *v.* Murray (1902, *A. C.* 263) *applied.*

Held, further, the trustees being entitled to the possession and not holding the estate for A, his absolute power of appointment did not make him so entitled.

Bower *v.* Smith (11 *Eq.* 279) *followed.*

This was a summons to determine whether a certain shifting clause had taken effect or not in the following circumstances. In 1865 the Foxley estates were settled to the use of one George Davenport, a bachelor, for his life, with remainder to his sons successively in tail male, with a like remainder in tail general, with remainder to Harry Davenport, a bachelor, for life, with similar remainder to his sons, with remainder to the daughters of George successively in tail, with similar remainders to the daughters of Harry, with remainder to the survivor of George and Harry and his heirs. By a will dated 1872, one Theodosia Hinckes devised the Hinckes estates to Harry for life, with remainder in the events that happened to Ralph, the only son of George, for life, with remainder to Ralph's sons successively in tail male, with a like remainder in tail general, with remainders in favour of Harry's sons and grandsons, with remainders over, including some in favour of George and Harry's female descendants, with an ultimate remainder to George and his heirs. This will contained a shifting clause providing that if any issue of George or Harry should by any means whatsoever become actually entitled to the possession or the receipts of the rents and profits of the Foxley estate or the bulk thereof, or as altered by addition, substitution, diminution or otherwise, every estate in the Hinckes estate limited for life and in tail male to the children of George or Harry, who or whose issue became so entitled, should determine, and the Hinckes estate should go over as if such child had died, and there had been a general failure of its issue. George married in 1866, and the testatrix died in 1874, while George was tenant for life of the Foxley estate, and his son Ralph, who was born in 1873, was tenant in tail male thereof, subject to a jointure in favour of George's wife Sophia. Harry and Ralph became the first and second tenants for life of the Hinckes estates. The greater part of the Foxley estates were disentailed and resettled in 1894 and 1896, and Sophia's jointure was increased to £900, and, subject to any appointment by George and Ralph, the settled property was limited to George for life, with remainder to Ralph for life, with remainders over. In 1895 Harry died, a widower, without issue, and Ralph, still a bachelor, became life tenant in possession of the Hinckes estate. As there was now considerable risk that Ralph might succeed to the Foxley estate, worth about £2,000 a year, and forfeit the Hinckes estate, worth about £4,000 a year, an appointment containing the following provisions, among others, was executed in 1900: (1) The settled and unsettled portions were both appointed, subject to the jointure. (2) Ralph was to receive a rent charge of £2,800 from George's death, and a further £900 by way of rent charge from the death of the survivor of George and his wife. These rent charges were not in any year to exceed nine-tenths of the net rents from the Foxley estates, and were, if necessary, to abate accordingly. Subject thereto the Foxley estate was limited to the trustees after George's death for the residue of Ralph's life. The trustees were empowered to enter into possession and to manage. The surplus income was applicable for the benefit of Ralph's wife and children at the discretion of the trustees, after the expenses and rent charge had been paid. The trustees had full Settled Land Act powers. Ralph was entitled to a lease of the mansion house, and had full powers of jointuring, raising portions, appointing new trustees, and revoking and appointing new uses. After Ralph's death the settled portion was limited to the uses of the resettlement and the unsettled portion to Ralph's heirs. Ralph married in 1909, had a son in 1910 and a daughter in 1912. In 1919 George died, his wife having predeceased him, and Ralph became entitled to the Foxley rent charges, the lease of the mansion house and his other rights under the 1900 appointment. The remaindermen contended that as the rent charge more than exhausted nine-tenths of the rents, and Ralph's wife and children got the balance, and Ralph was in complete dominion, he was substantially in possession within the shifting clause. They referred to *Leslie* v. *Rothes* (*supra*) and other cases.

ASTBURY, J., after stating the facts, said: Although Ralph is in as good a financial position qua Foxley as if the 1900 appointment had not been executed, he is not actually entitled in law or in equity to the possession or receipt of the rents and profits of the bulk of that estate as such. The trustees are entitled to the possession, and they do not hold the estate or the rents for Ralph. His power of appointment does not make him so entitled: *Lee Bower* v. *Smith* (*supra*). No doubt if the testatrix had foreseen this conveyancing device she would have amended her shifting clause accordingly, but though the court may look at the substances of the clause, it must construe it strictly according to its language, and cannot read into it grounds of dispossession which are not there and insert words which the testatrix might have put in had she foreseen the event: *Lee Hunter* v. *The Attorney-General* (1899, A. C. 309), *Leslie* v. *Rothes* (*supra*) and *Shuttleworth* v. *Murray* (*supra*). The shifting clause accordingly did not operate.—COUNSEL, *P. M. Walters; Romer*, K.C., and *Northcote; Upjohn*, K.C., and *Ashworth James*. SOLICITORS, *Peake, Bird, Collins, & Co.; Bird & Bird; Johnson, Raymond, Barker, & Co.*

[Reported by LEONARD MAY, Barrister-at-Law.]

Societies.

The Law Society.

THE GENERAL AND TECHNICAL EDUCATION NEEDED BY A STUDENT FOR THE SOLICITOR'S PROFESSION.

THE following is the paper on the above subject read by Sir Norman Hill at the Liverpool meeting. We gave a short summary of it in our report of the meeting (*ante*, p. 14):—

Much has been said and written as to the general and technical education which will best serve the student for our profession, and in recent years progress has been made in providing theoretical training in law. In this paper I endeavour to view the question in its relation to the nature of the work and responsibilities that are now placed on the profession, and to deal in particular with the examinations that should be used to test the training that is given. Whatever may be our individual opinions as to the wisdom of the present trend of national policy, its consequences are affecting profoundly the work and responsibilities of the solicitor's profession.

In this and the preceding generation there has been a steady growth in State control over the freedom of the individual citizen. We, as a nation, seem to have swung back from the belief that the chief duty of the State is to protect men's persons and property, so as to secure the maximum of freedom for each man compatible with the existence

of the like freedom on the part of others. We have harked back to earlier theories that it is for the State to order the lives of its citizens, and that after all State aid is better than self help. Indeed, it has been said that we are all now Socialists, although, if one may judge from the very vigorous life that was given to D.O.R.A., there must be almost as many believers in paternal despotism. Anyway, the individualist is for the present in a hopeless minority; perhaps, as has happened before, his time may come again, but as yet there is no sign of any slackening in energetic legislation. In part this State control is direct; in the regulations of the hours and conditions under which we may work; the building (or not building) of the houses in which we may live; in the management of our towns and villages, of our roads and railways, of our ships, and in a hundred other directions. But in great part and to an increasing extent State control is exercised through taxation, the incidence of which to a very considerable degree controls the occupations in which it is possible to earn a living. As State control extends, the freedom of the individual citizens becomes more and more prescribed. It is not sufficient that his conduct conforms to the principles of common law and equity. He must observe the niceties of Acts of Parliament and of such rules and regulations as relate to the state of life in which he is endeavouring to earn his living. Those niceties are not always easy to appreciate; even one Act may conflict with another, and as to the rules and regulations, their obscurity is only equalled by their number. It follows that to the law-abiding citizens the help of the trained lawyer is an increasing necessity. In the old days lawyers were amongst the sturdiest and most capable of the supporters of the freedom of the citizen against the paternal despotism of the Crown; it is for the lawyers of to-day to protect the citizen against the abuse of such powers as Parliament confers on the Departments of State.

There are other influences which within the last two generations have tended to increase the duties and responsibilities of the solicitor's profession. There has been the organisation of capital in companies and of labour in unions, and in the result the direction and control of many businesses and the actions of many men have been concentrated in the hands of a comparatively few directors and leaders. All this concentration has rendered necessary the adoption of new methods of organisation, of administration and of negotiation. Businesses which apart were conducted under the eyes of the individual owner, when amalgamated can only be watched through figures, and arrangements and negotiations have to be dealt with as affecting not merely a few individuals, but an industry as a whole. Collective bargaining between employers themselves, and between the employers and labour, have introduced not only new methods, but in great measure new principles in the control of business affairs. Then there has been an enormous growth in the nation's international commerce, and in consequence in the merchant, transport and financial organizations by which that commerce is served. And here the nation is being brought in an increasing degree into immediate touch with the law and business practices of other nations.

It is due to these circumstances, which are yearly becoming more complicated, that I invite your consideration of the system of education now in force for the solicitor's profession, and in particular to the practice followed in the examinations instituted to test its practical efficiency. The system is, and always has been, based on the student combining the following of the practical work in the office where he is serving his articles and participating in it as far as is possible, and the study of law by reading, supplemented where available by classes or lectures. The foundation for this technical education must be a liberal general education, and its soundness should be tested by the preliminary examination. The question whether it is wise to attempt to acquire concurrently both the theoretical and practical training in law has often been discussed. Much may be said in favour of a theoretical training preceding the practical; but, on the other hand, what is wanted in a practising solicitor is both knowledge of law and understanding of its application to daily affairs, and to such understanding opportunities of observing practical application are essential.

The need for this practical experience is increasing. Take, for example, the organisation of capital in the hands of the company with limited liability—there the solicitor must have not only a knowledge of the Acts of Parliament which prescribe the formalities to be observed, but he must also be able to grasp the business purposes that are to be attained. Or as a more recent instance, Excess Profits Duty. There the solicitor, if he is to serve his client, must have the ability to apply correctly the Act to the particular circumstances of the client's business, and to do that he must be able to follow the lines upon which such businesses are conducted. I do not mean that he need be, let us say, a highly skilled accountant, but the duty is created and imposed by Act of Parliament, and it is for the solicitor to interpret the principles of that Act, and to apply them to the particular circumstances of the business upon which he is consulted.

In commercial law, whether it is dealing with commerce, finance, transport or insurance, understanding of the manner in which the business is conducted and the purposes it serves is equally essential. And so it is with the administration of the laws controlling our public authorities, and of those regulating the conduct of our industries. Without actual experience it is difficult, if not impossible, to appreciate the application of even general legal principles to the current affairs of life, and it is quite impossible to understand what Acts of Parliment and Departmental Orders are talking about.

No solicitor's office can give the students an insight into the lives and occupations of the nation as a whole, but nevertheless it is a good school in which to learn what is the aim and object of man's activity, and knowledge acquired in regard to particular classes of business trains the mind of the student to grasp the purpose of other business operations as they come before him. If theoretical and practical training are dealt with apart, then the former should be on the broadest possible lines; the aim should be to ground the student in the general principles of our law—to train his mind to see facts in their relations with each other, that he may know how to distinguish the significant from the insignificant, and why and how they are significant; and, finally, to be able to state clearly and concisely the conclusions at which he has arrived. The Professor of Law at our university, Mr. Lyon Blease, told me that his ambition was so to train the law student that "he should be able to work his way as a man crosses a city street, not by the recital of previously learned lessons or conscious variations of pace and direction, but by instinct. It is no use to him to be able to repeat formulæ. 'Look to the right before stepping off the pavement,' 'Don't get in front of a slow vehicle when there is a fast vehicle moving in the same direction,' and so on. All his faculties must be so trained and developed that eyes and legs work instantaneously and without error." Such a preliminary training would be an admirable introduction to practical work in a solicitor's office, but it is very doubtful whether a student so trained could ever hope to pass the Law Society's examination. If, on the other hand, the preliminary training were directed to qualifying the pupil to pass with triumph the test of memory imposed by these examinations, there would, to my mind, be grave risk of the practical training coming too late. He would be so crammed with facts as never to acquire their understanding.

If the system of concurrent training is to continue, then the legal facts which the student during his articles is expected to commit to memory must be limited. I have no hesitation in saying that it is preposterous to expect any student to learn by heart during his articles, or indeed throughout his life, all the legal facts contained in the last edition of Stephen's Commentaries. Blackstone dealt with principles, for it was then possible to expound the laws of England in a comparatively small number of generalisations; but since his day not only have those principles had to be applied to a social system which has grown steadily more complex, but they have been amended, extended, varied and qualified by a host of Acts of Parliament. The Commentaries are an Encyclopædia of the Laws of England, and as such they may be read with advantage, to inform the mind of the student of the extraordinary multiplicity and complexity of the subjects which are now regulated by law. But no effort of human memory could carry a tithe of the Acts of Parliament, and of the Departmental Orders made under those Acts, during the last two generations. It is some time since I had to face the intermediate examination, and I have not devoted the time and thought that others have to the subject of legal education. I therefore speak with diffidence upon the technical side of the training now given, but I venture to think that to pass the intermediate examination as it is now conducted the faculty that best serves a student is memory, and it is therefore that faculty to which the technical training is now specially directed.

The position is very similar in regard to the final examination. Although the student is not required to master any particular Encyclopædia of the Laws of England, he has to be prepared to answer questions relating to the law and practice of conveyancing, equity, common law, bankruptcy, probate, divorce, Admiralty, ecclesiastical law, criminal law and proceedings before Justices of the Peace. Surely it cannot be possible for anyone to attain real knowledge of even the rudiments of so many separate and distinct branches of the law whilst serving the second half of his articles. At the best he can but hope to commit to memory some legal facts in relation to each, and his hope must be that his examiners will play the game by asking only for facts such as the average student is advised to coach up.

To my mind, mere memory, although a most valuable servant, is the worst of masters, and that is especially the case in the years during which the powers of understanding are being formed. Some

minds can no doubt exert the power of memory to an extraordinary degree without impairment of their vigour; but the average mind can only accumulate facts to a certain point, and it then begins to lose flexibility and adaptability—qualities which are absolutely essential to the practising solicitor. Those qualities are naturally cultivated by the practical daily work in the office, but the opportunities thus afforded the student for their development are seriously diminished as the demands on his memory for examination purposes are increased. It is during the last year of his articles that he is able to get the greatest advantage out of his office work, and it cannot be in the interests of his training for the profession that he should during that year be required to withdraw from the office so that he may be coached for his final examination.

As I have said, I speak with diffidence upon the technical side of training, but I think it is generally agreed that no student can now be expected to meet his examiners equipped with only a knowledge he can gain from following, even with the utmost diligence, the practical work of the office in which he is serving his articles, and the grounding in general principles he has attained by diligent reading and attendance at such lectures and classes as are given by the Law Society or by the Universities or Boards of Legal Study. If that be true, then either five years' sound training in the principles and practical application of the law must be insufficient to qualify the student for the profession, or the examinations as now conducted cannot be fair and reasonable tests of the understanding that can be gained from such a training. My own view is that the form of examination is at fault.

It is the duty of the Society to insist on such a standard of legal education as will qualify the admitted man to well and faithfully serve the interests of every client who may approach him; but surely such a guarantee cannot be found in a system which deprives the student of the opportunity of getting the best out of the practical experience to be gained in the office in which he is serving his articles, in order that he may demonstrate that he has, at the moment of his examination, committed to memory a number of facts relating to all branches of the law sufficient to satisfy his examiners. The facts may be there to-day and gone to-morrow, leaving the powers of understanding almost untouched, and indeed acquired at the cost of cramping and retarding development.

I come back to the point I endeavoured to make when opening. Nearly two generations of energetic legislation affecting almost every conceivable interest in the country has made it impossible for the solicitor to have at his finger-ends the law on all points; but under this ever widening and deepening of State control the work and the responsibilities of the solicitors have increased and are increasing. It is work that, in all its branches, calls for sound judgment, and that must be based on the understanding of fundamental principles. If the solicitor has that, he can well and faithfully serve his client's interests, but without it mere information on technical matters, however wide may be its range, will prove but a pitfall and a snare to both the solicitor and the client. I would urge a revision of the standards in both the intermediate and final examinations, and that they may be made, primarily, tests of the student's understanding of the general principles of law and of his power to apply those principles with sound judgment.

To test the student's knowledge and aptitude in actual practice I would suggest that he be also examined at the Final in two subjects of his own selection, as, for example, conveyancing and trusts, or commercial law and company law, or commercial law and the laws relating to land and sea transport, or the laws controlling the administration of corporations and local authorities and criminal law. The aim, I think, should be to arrange the grouping so as to correspond roughly with the classes of work to which solicitors specially devote themselves. Most of us now specialise, and our articled clerks have therefore opportunities of seeing actual practice in only a limited number of branches of the law. I believe that within these limits, and following on a liberal general education, the theoretical and practical training of the law student can proceed concurrently to the best advantage of the student, the profession and, what is of all importance, the public we serve.

TRINDER BEQUEST LECTURES.

The first course of lectures under the Trinder Bequest was delivered at the Law Society's Hall on 18th, 19th, 21st, and 22nd October, the subject being the "History of Solicitors."

Mr. Christian said that the modern history of solicitors began with the foundation of the Society of Gentlemen Practisers in the Courts of Law and Equity, in 1739. But six troubled centuries preceded that event. The first attorneys were not professional law agents, but servants or friends of suitors, who, at first by royal writ and afterwards by permission of the courts, were allowed to appear in the place of the litigants. The Year Books show the beginning of a professional class, having no exclusive rights, but subject to the supervision and animadversion of the judges. The attorneys were required to be in court prepared to avow or disavow their serjeant's pleading; for the suitor was a friend whose arguments might be disowned, but the attorney was almost the *alter ego* of his "master" or client. The court was not slow to reprove or imprison without mainprise an attorney who committed such offences as appearing for an infant or omitting to summon a warrantor. A long series of complaints against the excessive number of attorneys, and of efforts to reduce them, ended as soon as the numbers were definitely ascertained. The simple device of keeping a book in which attorneys' addresses were entered, terminated the series of conflicting orders by which the judges ordered practitioners to resort to some inn of Court or Chancery, while the benchers of the four inns (apparently at the instigation of the Privy Council) ordered their exclusion. By an ironical stroke of fate the ridicule which Cambridge and the civilians poured on the common law bar in *Ignoramus* was transferred to the attorneys; and while Parliament restricted the numbers of attorneys, it left unchecked the growth of solicitors who obtained their business.

The eighteenth century was the time of most severe criticism; it was then that the Society of Practisers endeavoured to check malpractice, to exclude from the profession undesirable persons, and to obtain a reasonable scale of remuneration. In 1830, five years after the foundation of the Law Society, they were still in existence, and protesting against the appointment of barristers to Government posts which solicitors had filled. The heavy taxation of the profession was first suggested by solicitors themselves; and since the Law Society had been the guardian of professional interests, it had succeeded in turning examinations from a mere form into a real test of professional competence, and had rendered real service in the reform of private law.

Incorporated Law Society of Plymouth.

At the annual general meeting of the above Society the following officers were elected for the coming year:—President, Mr. G. N. Dickinson; vice-president, Mr. E. R. Ward; hon. treasurer, Mr. B. H. Whiteford; hon. secretaries, Messrs. R. B. Johns and B. H. Whiteford.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Friday, the 5th inst., Mr. T. H. Gardiner, treasurer, in the chair. The other directors present were: Master Spencer Whitehead (treasurer), and Messrs. E. E. Bird, W. R. Emery, P. E. Marshall, W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £177 was voted in relief of deserving applicants, and other general business transacted.

United Law Society.

A meeting was held in the Middle Temple Common Room on Monday, 25th October, Mr. W. H. Godfrey in the chair.

Mr. S. E. Redfern proposed and Mr. G. W. Fisher seconded, "That Mr. R. C. Nesbitt be requested to assume the position of Honorary Standing Solicitor to the United Law Society in place of the late Mr. Wynne E. Baxter, J.P." The motion was carried *nem. con.*

Mr. G. W. Fisher (in the absence of Mr. S. E. Pocock) then moved: "That the case of *White* v. *Riley and Wood* (36 T. L. R. 849) was wrongly decided." Mr. H. V. Rabagliati opposed.

Messrs. S. E. Redfern and H. J. Casey also spoke. The motion was put to the meeting and lost by 2 votes.

The next meeting will take place on 8th November.

The Lord Mayor at the Law Courts.

In the course of the Lord Mayor's procession, on the 9th inst., the usual visit was made to the Law Courts, where, says the *Times*, the Lord Mayor and the ex-Lord Mayor (Sir Ernest Cooper) were received by the Lord Chief Justice and by Mr. Justice Darling and Mr. Justice Salter. The Recorder (Sir Forrest Fulton) formally presented the new Lord Mayor to the Court. He gave an account of Alderman Roll's career. As chairman of the Court of Common Council, he said, Mr. Roll carried through the scheme for the abolition of the 112 City parishes and the substitution of one parish for the whole City. Thereby

a large saving was effected for the ratepayers and many superfluous offices were done away with. The Recorder also dwelt on the work of the ex-Lord Mayor (Sir Edward Ernest Cooper), mentioning specially the active measures taken to find employment for ex-Service officers and men.

The Lord Chief Justice, on behalf of his brother judges and himself, congratulated Alderman Roll upon his election. The compliment paid to him, he said, was perhaps as great as could possibly be paid, remembering that those who had elected him were those among whom he had passed some fifty years of his life—indeed, practically the whole of his business career. The election to the position of Lord Mayor, Chief Magistrate, the head of the ancient and historic Corporation of the City of London, was an honour of which he might be justly proud. It was none the less creditable to him because he came to London, like many of his predecessors, a poor, friendless boy from the country, his only asset being his energy, his capacity and his character. From the post of office boy he gained his first appointment in the Pearl Assurance Company, and by his integrity, abilities and honest work rose to be chairman of the company in the days of its prosperity. The sterling qualities of constant application and persistent industry, with an unflinching integrity, were qualities which had brought him to his present position. They were qualities which were none the less valuable at the present day, after the tremendous drain made upon the country's resources, which made it vitally important that we should devote ourselves as a nation to production.

Turning to the late Lord Mayor the Lord Chief Justice said that Sir Edward Cooper had had a memorable year of office. He had succeeded to that great office soon after the war had come to an end, when there were great problems, as there were still, of reconstruction to be dealt with. During the year he had had several opportunities of welcoming some great captains on sea and on land who rendered such excellent service to the country during the war. He had also received the President of the French Republic as the representative of that great nation to which we were so closely allied, and, moreover, it had fallen to his lot to receive the Prince of Wales when he returned from his visit to Canada and the United States. He had done memorable work, and there had been a debt which he had been quick to recognize—a debt of honour owed by the country to those ex-Service officers and men who gave up all in order that they might go to defend the country's cause and were now in need of assistance. It was a satisfaction to know that the gracious lady who had done so much to help him and had so endeared herself to others would share the honour bestowed upon him by the King.

Law Students' Journal.

The Law Society.

FINAL EXAMINATION.

HONOURS.—OCTOBER, 1920.

**** The names of the Solicitors to whom the Candidates served under Articles of Clerkship follow the names of the Candidates.*

At the final examination of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction :—

FIRST CLASS.

JAMES ALBERT IVESON (Mr. Harry Wray, of the firm of Messrs. Laverack, Son, & Wray, of Kingston-upon-Hull).

SECOND CLASS.

Leonard James Bedwell (Mr. Henry Bankes Ashton, of the firm of of Messrs. Bankes, Ashton, & Co., of Bury St. Edmunds).
Leslie Wynn Evans (Mr. William Wynn Evans, of Wrexham, and Mr. Owen William Owen, of Liverpool).
Samuel Hilton (Mr. Alfred Ernest Withy, of Swindon).
Thomas Robert McCready (Mr. Edgcombe Stevens, of the firm of Messrs. Bette, Stevens, & Butler, of Plymouth).

THIRD CLASS.

Herbert Freedman (Mr. James Cuthbert Morton, of the firm of Messrs. Burnicle & Morton, of Sunderland).
George Morgan Green, LL.B. (London) (Mr. William James Lake, of the firm of Messrs. W. J. Lake & Son, of London).
Benjamin Hamilton (Mr. Frederic Dyke Sydney Simons, of the firm of Messrs. Simons, Smyth, & Daniel, of Merthyr Tydfil, and Mr. Arthur Owen Warren, of the firm of Messrs. Warren & Penman, of London).
Cyril Harvey (Mr. Arthur William Hext Harvey, of Penzance).
William Stanley Mitcalfe, B.A. (Oxon.) (Messrs. Charles Lightbound & Co., of Liverpool).
William John Orton (Mr. William Louis Joseph Orton, of Coventry).
Arthur Penrose Pershouse, M.A. (Oxon.) (formerly a barrister-at-law).
Victor Charles Procter (Mr. Albert David Jenkins, of Guildford).
John Southam Rowe (Mr. Henry Edmund Tudor, of London).
Wilfrid Stanley Scammell, LL.B. (London) (Mr. John Chaffey Glyde, of the firm of Messrs. J. Chaffey Glyde & Co., of Bristol).
Noel Vivian Snell, LL.B. (London) (Mr. John Beddome Snell, of the firm of Messrs. Snell & Co., of London and Tunbridge Wells).

Walter Cyril Sykes (Mr. Richard Henry Bridge, of the firm of Messrs. Taylor, Sons, Bridge, & Baron, of Wigan).
Charles Leslie Thomas (Mr. Lewis Cobden Thomas, of Neath).
James Dermot Walsh (Mr. William Frederick Oscar Edmonds, of the firm of Messrs. Edmonds & Co., of London).
John Pitchforth Wilson (Mr. Robert Kenworthy, of the firm of Messrs. Godfrey Rhodes & Evans, of Halifax).

The Council of the Law Society have accordingly given a class certificate and awarded the following prizes of books :—

To Mr. Iveson—the Daniel Reardon Prize, value about £26; the Clement's Inn Prize, value about £10 10s.; and the John Mackrell Prize, value about £9 9s.

The Council have given class certificates to the candidates in the Second and Third Classes.

Two hundred and seventeen candidates gave notice for examination.

By order of the Council, E. R. COOK, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.,
5th November, 1920.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 20th and 21st October, 1920.

A candidate is not obliged to take both parts of the examination at the same time.

PASSED.

Ambler, John
Amphlett, John Risdon
Austen, Alfred Noel
Barker, Percy Helsby
Barklam, William Henry Francis
Bell, Robert Storry
Berry, William George
Bishop, Raymond Selby
Boot, William Arthur
Boyes, Archibald Frederick Charles
Brandebourg, Eric Maitland
Brooks, Lionel Horace
Brown, John Charles
Burrows, Ernest Arthur
Burstall, Edward Bryan
Caldwell, Hugh
Christian-Edwards, Thomas Guy
Clare, Norman Stanley
Cotterell, John Nicholds Franklin
Crute, Richard Rutter
Davidson, Richard Eardley Madgwick, B.A. Oxon.
Eaton, Joseph
Eldridge, Russel Burnett
Elliman, Bernard Arthur
Fairs, Percy William
Flegg, James George Martin
Frearson, Leslie William
Hardcastle, Horace Kenyon
Harris, George Blackburn
Harvey, Stanley Joseph
Hedderwick, Norman Stanley
Henry, William
Hooper, Kenneth Victor
Hulls, William
Jenkins, Gathorne Roy
Jones, John William
Kennard, John William
King, Robert Lancelot
Lake, Wilfred Arthur
Leask, James Allan Gordon
Lemon, Mark
Marks, James Herbert
Morley, Gilbert Crosfield, M.A. Cantab.
Mosby, David Pliny
Moses, Eric Watts
Oliver, David Peters
Outen, Rowland Thomas
Pain, Harold Edmund
Painter, Roland William Andrew
Peace, Albert
Petty, Henry John
Phillips, James Arthur
Rendell, Simeon John
Rich, Harold John
Richards, George Thomas
Rose, Clarence Henry
Rowbotham, Baltimore
Rutter, Joseph John Burchett

Sears, Robert Brierley
Sheard, Edgar
Siddons, Walter Boulton
Simey, William Spensley, B.A. Oxon.
Slater, John Robert
Smith, Edward Henry
Stokes, Richard Vernon
Stubbs, Hugh Macfarlane
Swindlehurst, Thomas Randal, B.A. Cantab.
Thomas, Henry John
Thomas, Roderick William
Underhill, Charles Kenneth James, B.A. Oxon.
Upperton, Reginald
Walker, Samson
Walters, Joseph Lewis
Watkins, Abraham
Watson, Charles Dennis
Weaver, Robert Thomas
Whale, Charles Percival
White, Fred Craston
Whitehead, Marcus John
Wilson, Keith Alexander Buchanan
Winser, Aubrey Beaufoy

The following candidates have passed the legal portion only :—

Anderson, Peter
Bateson, Dingwall Latham
Bone, Walter
Boulton, George Charles
Budge, John Stuart
Chalton, Thomas Ley
Clark, George Frederick Lionel Foss
Cook, Abraham Hartley
Cox, Frederick Arthur
Crawley, Edward
Crosse, Arthur Ernest Selby
Dutton, John Harry Moore
Easterbrook, George Herbert Laurence
Edwards, Lewis Wilson
Foster, Joseph Thomasin
Fraser, Ivan Kenneth
Garnett, Richard
Gaulter, Jack Rudolph
Geard, Edmund
Goodfellow, Alan
Greaves, Arthur
Grocock, Arthur Watson
Grylls, Humphrey
Hayward, Herbert Cecil
Heys, John
Hodge, Hubert Rowan
Hodgson, John
Jackson, Griffith Arthur Jones, B.A. Cantab.
Jones, Cecil Elmore
Kay, George Leonard
Kelly, John Bradshaw
Keogh, Alfred
Keogh, Joseph
Kidson, Arthur Cyril
Limmer, Owen Charles
Lynex, Richard Antrobus
Murphy, James William
Newton, William Copp
Nowell, Thomas Broughton
Powis, Harold
Richardson, Edwin
Saint, Kenneth Wakelin
Straw, Walter William
Stringer, Frederick Haynes
Symes, Thomas Alban
Tindall, Cyril Ryan Williford, B.A. Cantab.
Whitehouse, Douglas Selborne
Williams, Wynford Thomas

No. of candidates, 220; passed, 129.

The following candidates have passed the trust accounts and book-keeping portion only :—

Adams, Owen Phillip
Addleshaw, John Hemmingway
Armstrong, Harold John
Ayrey, Harold
Balmford, John Kershaw
Barker, John
Barnes, Egbert Cecil
Barr, Lawrence Bend, B.A. Cantab.
Batchelor, George Charles
Bell, Thomas William
Bendle, Leslie Alan
Bennett, Thomas Gerald
Bishop, Thomas Henry
Blackhurst, William
Blanchard, Victor, LL.B. Sheffield
Bland, Dennis Farnworth
Bodkin, Peter Raymond
Bone, Reginald Edwin
Bower, Bartlett St. George
Boyd, John Henry
Bracewell, William Forrest
Bramall, Denys Henry
Brewster, Gordon David
Burnett, Leigh Mathieson
Butcher, George Weatherhead Kay
Carnegie, Cyril Jerome
Chancellor, George Walter
Chandler, Harry
Chesterton, Ernest Charles
Clegg, Ernest Horatio
Collett, Stanley Beresford
Conway, Edgar Barnard Macey
Cope, Geoffrey Silverwood, B.A Oxon.
Cosgrove, George Lytton
Costello, Ralph Edgar
Cottey, Frederick Peter
Crane, Harold Edward
Crane, Stanley Howard Eldred
Dadds, Howard Francis
Davidson, James Tisdall
Davies, William King
Davis, George Eastlake
Dawbarn, John Raymond
Dawson, Percy, B.A. Cantab.
Dean, Ernest Norman
Dewes, Sydney William
Docking, Carlton William
Donne, Leslie Victor
Dyer, Walter
Edgley, Roy Walter Kelsey
Eltoft, William Holland
Fanner, Robert William Hodges
Fisk, Rudolph Lancaster
Foulkes-Jones, John Arthur Stephens
Francis, Leslie Howard
Freeman, Walter Hanson, B.A. Cantab.
Frost, Ernest Giles, B.A. Oxon.
Galsworthy, Lionel Richmond
Gammage, Thomas Faulkner
Gardiner, Geoffrey Baring
Gardner, Anthony Herbert
Glazebrook, Arthur Rimington, B.A. Cantab.
Gough, William
Graham, Harriman
Greenland, William Geoffrey
Gregory, Albert Victor
Griffin, Leslie John
Grove, Sydney
Gurney, Brian Taunton, B.A. Cantab.
Hall, Ralph Anderson, M.A. Oxon.
Hall, William Allan
Halsall, Cuthbert Rudyard
Hancock, Gerald Rattenbury
Hargrave, John William Richardson
Harrison, William Stanley
Hartley, Reginald
Hellewell, Frank Wharton
Hellyar, William Frank
Heningham, George Heminsley
Herniman, William Arthur Douglas
Hill, Joseph
Hinds, George Vernon
Hoare, John Henry
Hooley, Norman Edgar
Hope, James Kenneth
Horn, Edgar Cuthbert
Howard, Francis Cecil
Howard, Henry Wilfrid Howard Smith
Hurton, Thomas Arthur
James, Trefor Richards
Jeffries, Francis Bernard
Johnson, Ralph Albert
Johnston, Stephen Soane
Jones, John Ashwynn
Jones, Kenneth Leslie
Jones, Stannus Vernon Deacon Douglas
Jones-Evans, Charles Lionel
Kelway, George Trevor
Kilbee, Robert
Lees, Albert Edward
Lester, Norman
Limbrey, Percy Walter
Livermore, Ralph
Lloyd, John Lewis
Lorimer, John Forbes
Lowe, Thomas Gwynne, M.A Oxon.
McBrien, James George
Marshall, Charles Ridings
Marston, John Beale
Mason, Norman
Mead, Alan Phillips
Menhinick, William George Stephens
Middleton, Robert Mitchelhill
Mitchell, George Ogilvie
Morgan, Daniel Owen
Morris, Idwal Thomas
Muscat, Nathan, B.A. London
Napthen, Edwin
Nash, David Foot
Nash, Herbert Mason
Naylor, James
Newton, Fred
Newton, Richard
Noice, Ernest Slatter
North, Edward Richard Lauraine
Parker, Percy Herbert, B.A. Cantab.
Parker, Ivan Felix Brownfield
Patterson, William Moscrop
Pettefar, George
Plaskitt, Guy Mallabey
Pocock, Leslie James
Prichard, James
Prior, Godfrey Kemeys
Pryce, John Bernard Hallam
Radford, Henry Robert
Randall, Harry Kneller
Reed, Norman Sampson
Regge, Robert Gilbert Brooman
Reynard, Henry
Reynolds, Felix Cossey
Rider, John Leonard Wase
Rogers, Philip Morton
Rollinson, Edward Howard
Russell, Frederick Roger
Ruston, Alfred Francis Gerald, LL.B. London
Scorer, William
Scott, John Christopher
Silvester, Norman Garlick
Simpson, Cyril Marmaduke
Slack, Geoffrey Hector
Smith, Francis Morton, B.A. Oxon.
Smith, Harry Edgar, B.A. Cantab.
Smith, John Andrew
Smith, John Edward
Southall, William Arthur
Storey, Bernard Donald
Stratton, William Henry
Sword, Charles Thomas
Tackley, Reginald Charles
Thomas, Robert Bernard Hobson, M.A. Cantab.
Thomas, David
Trafford, John Bernard Charles
Tweed, Henry Reginald
Underwood, Reginald Lindsay
Wade, Richard
Walker, William Trevor
Walker, Evelyn Degory
Walter, Frederick Russell Doggett
Walton, Francis Edwin
Watts, Raymond John, B.A., LL.B. Cantab.
Whiting, Frederick Charles
Whittaker, Francis
Williams, Ernest Morgan
Williams, Harry Lloyd
Willis, Eric Constant
Willis-Fleming, Edward
Wilson, John Alan
Wilson, Frank
Wood, John Ironside, B.A. Cantab
Wood, John Lionel
Wood, Thomas Horace, LL.B. Liverpool
Woodham-Smith, George Ivon
Woolsey, Robert Monsey
Yale, James St. Clair Madryn
Yates, Ralph Cyril

No. of candidates, 297; passed, 266.

Special Intermediate (Trust Accounts and Book-keeping) Examination held on 20th July, 1920.

PASSED.

Harrison, Geoffrey Kesteven
Harrison, James Murray Rowland Lightfoot
Rees, Vernon Walters
Robinson, Thomas Norman
Warhurst, William Henry, LL.B. Victoria

No. of candidates, 5; passed, 5.

By order of the Council, E. R. COOK, Secretary.

Law Society's Hall, Chancery-lane, London, W.C. 2.
5th November.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the final examination held on 18th and 19th October, 1920 :—

Alcock, John Hodson, B.A., LL.B. Cantab.
Allen, Gerald Elliston
Ambrose, William Henry
Aston, Walter Vincent
Attneave, Alfred Leslie, B.A., LL.B. Cantab.
Barlow, Richard Maxwell
Barwick, Douglas Harry
Bedwell, Leonard James
Bedworth, Roland Gilbert
Beecroft, Stanley
Bishop, Thomas Henry
Blackwell, Greville William
Bourne, Cecil William
Bramall, Brian
Bramall, Claud Arthur, LL.B. London
Brittain, Leonard Hall
Brown, Fred
Bunney, Harold Percival John
Butler, Thomas Howard
Butt, Thomas George Cecil
Buxton, Thomas Kershaw
Carn, William Edwin Blake
Carr, James Henry

Carver, Alfred Cedric
Catnach, Charles Burney
Chambers, James Frederick Murchie
Champion, Cyril Frank
Chatterton, Richard
Cholmeley, Guy Hargreaves, B.A. Oxon.
Clarke, Derrick Ansell, M.A. Oxon.
Clayton, Owen
Cook, Frederick John Mervyn
Crocker, William
Curtis, Oswald Trevor
Davey, Donald Woodward
Davies, Henry Howells
Dewhirst, Ernest Thomas
Donovan, Jeremiah
Egginton, John Foley
Ellis, Cecil Montague Jacomb, B.A. Oxon.
Ellis, Henry Lee
Eltoft, William Holland
Evans, Howell Arnold
Evans, Leslie Wynn
Foster, Arthur William
Foster, Edward Wade
Foster, William
Francis, Jonathan Morris
Freedman, Herbert
French, Alfred Cyril
Frere, Philip Beaumont
Furniss, Arnold Edeson
Gedge, Lathom
Glazebrook, Arthur Rimington, B.A. Cantab.
Godbold, Thomas Edward
Goodale, Ernest William
Green, Frederick Charles
Green, George Morgan, LL.B. London
Greenwood, Harry Richard
Hadgkiss, William
Hale, Geoffrey Thomas
Halmshaw, John, LL.M. Sheffield
Hamilton, Benjamin
Hancock, Gerald Rattenbury
Harvey, Cyril
Hearse, George
Helliwell, Geoffrey Davenport
Henderson, Magnus Charles
Hetherington, William
Hillman, Gerald Edward
Hilton, Samuel
Hincks, Josiah
Hinds, George Vernon
Hoddinott, Henry Benjamin Stuart
Hodge, Archibald
Hodgson, George
Hotchen, Frank Boyd
Howard, Henry Wilfrid Howard Smith
Hudson, John Roundell
Hudson, Norman, M.A. Cantab.
Hunter, Arthur John
Hurst, Norman Cecil
Hutton, John
Irwin, Samuel
Iveson, James Albert
Jagger, Basil Charles Barwell
James, Trefor Richards
*Jewell, Francis Norman
Jones, Cecil Buckingham, LL.B. Liverpool
Jones, Thomas Ivor
Kay, William
Kenworthy, Charles Houldsworth, B.A. Cantab.
Kershaw, Frank, M.A. Oxon.
Lambert, Alec Sydney
Langley-Smith, William Humphries
Langton, Joseph Lawrence
Larcombe, Albert James
Laverack, Edgar
Lee, Henry Charles Cyril
Leman, Sydney Curtis
Lewis, Norman Russell
Lewis, Owain Hamlet
Lord, William Haworth
Loy, Archibald
McCready, Thomas Robert
McLaren, Francis Malcolm
Maddison, Lionel Cuthbert
Mann, Leslie John
Mant, George Arthur
Martin, James Fletcher
Matthews, Sydney Edgar
Meek, Benjamin Sutcliffe
Menhinick, William George Stephens
Middlebrook, John
Middlemiss, Kenneth
Mitcalfe, William Stanley, B.A. Oxon.
Moore, Tom
Morgan, Daniel Owen
Morgan, Evan Bernard
Morley, Richard James
Morten, Hamish Macpherson
Nash, Herbert Mason
Newboult, Jack
Newman, Douglas
Nicholson, Geoffrey
Ogden, Francis Kennedy
Oglethorpe, John Atkinson
Orton, William John
Owen, Thomas Francis, B.A. Wales
Page, Stanley Clarence Martel
Parry, David James, M.A. Cantab.
Pershouse, Arthur Penrose, M.A. Oxon.
Piper, Henry Edmund Gordon
Priddin, Ernest Alan Boyston
Procter, Victor Charles
Pryce, Newill Peter Vaughan
Ramsden, Arthur Maxwell
Reece, Gerald
Regge, Robert Gilbert Brooman
Rhodes, Alfred Viötti
Ridge, George Thomas
Ritson, Charles Frederick Ambrose
Robinson, Leonard
Rogers, John Percival
Rowe, John Southam
Rowland, Glyn Venmore, B.A., LL.B. Cantab.
Russell, Frederick Roger
Russell, Gerald
Samuel, Ivor Dudley
Sandy, John Henry
Scammell, Wilfrid Stanley, LL.B. London
Snell, Noel Vivian, LL.B. London
Staddon, Harry Kenneth
Stross, Abram
Sutton, Albert Edward
Swire, Herbert Livingston
Sykes, Walter Cyril
Symonds, John Dudley Barker
Taylor, Bryon Samuel William
Thomas, Charles Leslie
Thomas, Kenneth Ruffe
Thompson, Geoffrey John
Thompson, Maynard Falcon
Thorne, William Henry Allen
Tolhurst, Claud Charles
Wade, Hugh Robert
Walsh, James Dermot
Walters, Donald Alfred Hayes
Ward, William Joseph
Ward-Jones, Harold
Watson, Frederic Herbert Elwin
Watson, Robert Owen
Watts, Francis Mapleton Iremonger
Whalley, Thomas Davenport
Whitburn, Arthur Kemp
Williams, Evan Idwal
Williams, Thomas Leslie
Willoughby, George Clarkson
Wills, Thomas
Wilson, John Pitchforth
Winkworth, John Staverton
Woodhouse, Ralph Mantell, B.A. Oxon.
Young, Reginald Leonard Rumsey

* This candidate has still to pass in Trust Accounts and Bookkeeping before a Final Certificate can be issued to him.

No. of candidates ... ... 217; passed ... ... 183.

By Order of the Council, E. R. Cook, Secretary.
Law Society's Hall, Chancery Lane, London, W.C. 2.
5th November.

Law Students' Debating Society.—At a meeting of the Society, held at the Law Society's Hall, on Tuesday, 9th November (Chairman, Mr. W. S. Jones), the subject for debate was: "That the case of *Central Indian Mining Co.* v. *Société Coloniale Anversoise* (1920, 1 K. B. 753), was wrongly decided." Mr. H. Barron opened in the affirmative. Mr. H. N. S. Heath seconded in the affirmative. Mr. A. E. Johnson opened in the negative. Mr. E. R. L. North seconded in the negative. The opener having replied, and the Chairman having summed up, the motion was carried by two votes. There were twenty members and one visitor present.

Legal News.

Appointment.

Lieut.-Colonel Daniel J. Mason, D.S.O., solicitor, Workington, and of Messrs. Howson, Dickinson & Mason, solicitors, Whitehaven, has been appointed Coroner for West Cumberland and the Honor of Cockermouth. Colonel Mason was admitted in 1898.

General.

The King has approved the appointment of Diwan Bahadur Cheruvari Krishnan, barrister-at-law, to be a Judge of the High Court of Judicature at Madras, in the vacancy caused by the retirement of Mr. Justice James Herbert Bakewell.

It is stated that the King has approved of the appointment of Mr. William Evelyn Wylie, K.C., to be Judge of the Supreme Court in Ireland and Judicial Commissioner of the Irish Land Commission, in place of the Right Hon. James Owens Wylie, who has resigned owing to ill-health.

The fees received in respect of land registry, according to a White Paper issued last week, were £129,591 2s. 2d. for the year ended March,

1920, compared with only £46,617 2s. 2d. in the previous year. Among the expenditure shown salaries account for £71,669 3s. 10d., an increase of £23,957 13s. 2d.

Owing to the illness of Master Bonner and Master Whately, Sir William Archibald has, at the request of the Lord Chief Justice, offered to resume his service as a Master of the Supreme Court, King's Bench Division, and the Lord Chief Justice has accordingly appointed Sir William Archibald to be a Master of the Supreme Court, to hold office during the present emergency.

Mr. John Boyd Kinnear, of Kinloch, has died at Collessie, Fifeshire, aged ninety-three. Mr. Kinnear was believed to be the oldest member of the Scottish Bar; he was appointed an advocate in 1850, and was called to the English Bar in 1856. As Political Secretary to the Lord Advocate he drew up the Bankruptcy Bill for Scotland. In 1885 he defeated Mr. (afterwards Sir John) Gilmour in the representation of East Fife, but in the Irish Home Rule controversy Mr. Asquith won the seat by a majority of 300. Mr. Kinnear was a Garibaldi volunteer.

At a meeting in support of the Police Court Mission, held at the Mansion House on the 4th inst., the Bishop of London appealed to all denominations to join in the work of the Mission. Sir Chartres Biron, the Chief Metropolitan Magistrate, said that it seemed to be thought that metropolitan magistrates were officials who existed merely to try and then sentence their fellow-citizens. But the greatest part of their work was done outside the courts in a direction of which the general public could know nothing. He related an incident of a first offender who was sent to Canada, and who repaid the whole of the expenses.

At the commencement of the business on Tuesday Mr. Justice P. O. Lawrence said:—Before the list of winding-up petitions is called I wish to draw attention to the fact that there is a growing tendency among practitioners in presenting winding-up petitions to disregard the rules applying to the advertisement of petitions. In to-day's list there is hardly one petition in which the rules have not been disregarded in one respect or another. I warn practitioners that the rules must be strictly complied with, or I shall be reluctantly compelled to direct petitions to stand over to be properly advertised, which will involve the cost of the adjournment of the petition.

In the House of Commons, on Wednesday, Mr. Cecil Harmsworth, replying to Mr. Ormsby-Gore, said negotiations had already been opened with all the Capitulary Powers for the transfer of their rights under the Capitulations in Egypt to Great Britain. The recognition of the British Protectorate implied the recognition of the special position which Great Britain enjoyed in Egypt, and which could not be fully secured without the transfer to Great Britain of those foreign rights in the manner proposed in the negotiations now in progress.—Mr. Ormsby-Gore: Do I understand that these negotiations have been begun since the ratification of the Treaty of Versailles and not before it?—Mr. Cecil Harmsworth: I think that is so.

It has been officially stated at the Ministry of Health that, as part of the process of consolidating the central health functions of the Government in the Ministry of Health, arrangements are being made to place the General Register Office directly under the Ministry, and for re-organization of that office. In order to facilitate these arrangements, Sir Bernard Mallet, the Registrar-General, has intimated to the Prime Minister his readiness to retire from the service on 31st December. The Prime Minister has accepted the offer, expressing his appreciation of Sir Bernard Mallet's wish to facilitate reorganization and his thanks for the services rendered by him. Sir Bernard Mallet has been Registrar-General since 1909.

In the House of Commons, on Tuesday, Sir C. Warner asked the Minister of Health if he was aware that the London County Council were allowing, contrary to their own by-laws, the erection at the end of Kingsway of a skyscraper several floors higher than they had allowed other buildings to be built, and if he had powers to prevent the erection of such a building? Dr. Addison, Minister of Health: By sections 47 and 48 of the London Building Act, 1894, the London County Council are empowered to consent to the erection of a building of any height, but if they consent to a greater height than 80 ft. (exclusive of two storeys in the roof and ornamental architectural features), notices have to be given to persons interested, and owners and lessees within 100 yards may appeal to the tribunal of appeal. I have no authority to intervene.

Judge Scully, at Clerkenwell County Court, on the 5th inst., says the *Times*, decided that a sub-tenant in a house where the standard rent in 1914 was 17s. 4d. per week should pay two-fifths of the whole rent in respect of the rooms he occupied, which would be 7s. per week, as against his present rent of 15s. per week. His Honour said he would like to take into account not merely the relative residential values of various parts of the house in apportioning the rent, but also the factors that the landlord had to keep the premises in repair, and pay rates, taxes, and insurance, and say that in view of those liabilities the landlord was entitled in equity to a larger share of the general revenue accruing from letting the house than the tenant of particular rooms, who was under no liability at all except to pay rent. But the more he studied the sub-section of the Act the more he was driven to the conclusion that he was not entitled to do that. He could not help thinking, although that was the course he must take under the Act, that it resulted in a real injustice.

Mr. Disney, speaking in the Juvenile Court, at Greenwich, on Tuesday, says the *Times*, said that he had read in the Educational Supplement of the *Times* the report of the debate on the Juvenile Courts Bill, which would entirely revolutionize the constitution of those courts. "I have read with some amazement," said Mr. Disney, "that the Home Secretary stated that the magistrates approve of the Bill. He is under a great misapprehension, and he must have been wrongly informed. I have not met a single magistrate who approves of the Bill." Mr. Disney added that the Bill put the profession of magistrate in an extraordinary and invidious position. It rendered them liable to have their judgment and law over-ruled by untrained lay magistrates. It seemed to him to be an intolerable position. He did not believe there was a single magistrate who would accept such a position voluntarily, and, he added, "if we are forced into such a false position I don't think the Bill is likely to be a success." In that court he had met children, parents, teachers, missionaries, probation officers, attendance officers and various workers among children, and had seen no evidence which demanded this great change.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve	Mr. Justice Sargant
Monday, Nov. 15	Mr. Synge	Mr. Leach	Mr. Goldschmidt	Mr. Borrer
Tuesday 16	Bloxam	Goldschmidt	Borrer	Bloxam.
Wednesday.... 17	Church	Borrer	Bloxam	Synge
Thursday 18	Leach	Bloxam	Synge	Jolly
Friday 19	Goldschmidt	Synge	Jolly	Church
Saturday 20	Borrer	Jolly	Church	Leach

Date.	Mr. Justice Astbury.	Mr. Justice Peterson.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.
Monday. Nov. 15	Mr. Bloxam	Mr. Synge	Mr. Jolly.	Mr. Church
Tuesday 16	Synge	Jolly	Church	Leach
Wednesday .. 17	Jolly	Church	Leach	Goldschmidt
Thursday 18	Church	Leach	Goldschmidt	Borrer
Friday 19	Leach	Goldschmidt	Borrer	Bloxam
Saturday 20	Goldschmidt	Borrer	Bloxam	Synge

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 5.

POPULAR BIOSCOPES SYNDICATE, LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Surrey N. Metcalf, 115, High Holborn, liquidator.

MANCHESTER INVESTORS, LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Percy Higson, 42, Spring-gdns, Manchester, liquidator.

CUBAN LAND AND DEVELOPMENT CO. (1911), LTD.—Creditors are required, on or before Dec. 10, to send their names and addresses, and the particulars of their debts or claims, to Robert Douglas Gordon Morris, 243, Finsbury-pavement House, Finsbury-pavement, liquidator.

STANDARD MANUFACTURING COMPANY, LTD.—Creditors are required, on or before Nov. 29, to send their names and addresses, and particulars of their debts or claims, to Joe Preston Wood, 7, Grimshaw-st., Burnley, liquidator.

ORIENT STEAM FISHING CO., LTD.—Creditors are required, on or before Dec. 10, to send their names and addresses, and the particulars of their debts or claims, to Alfred John Downs, Union Bank Chambers, Riby-sq., Grimsby, liquidator.

JOINT STOCK COMPANIES.

London Gazette.—TUESDAY, Nov. 9.

SIMSON BROTHERS & CO., LTD.—Creditors are required, on or before Nov. 30, to send their names and addresses, and the particulars of their debts or claims, to William Anderson Henderson, 29, Gracechurch-st., liquidator.

EAST END PICTURE PALACE CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required to send in their names and addresses, and particulars of their debts or claims, to Alfred James Mair, liquidator.

BRIGG CORN EXCHANGE CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before Nov. 30, to send their names and addresses, and the particulars of their debts or claims, to Henry Metcalfe Hett, 11, Bigby-st., Brigg, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Nov. 5.

Montague House (Wokingham), Ltd.
Perry & Co. Motor Traders, Ltd.
Car Lighting Set Co., Ltd.
Graham, Davies & Partners, Ltd.
Orient Steam Fishing Co., Ltd.
Sutcliffe & Smith, Ltd.

Gordon Café Restaurant, Ltd.
John Taylor & Co.'s Dental Materials Depot, Ltd.
G. M. B. Hails Syndicate, Ltd.
Treveddoe Mining Co., Ltd.
Speedwell Motor Transport Co., Ltd.
Eastern Engineering & Supply Co., Ltd.
Greenside Mining Co., Ltd.
Home Counties Improvements Trust, Ltd.
Brooke & Prudencio, Ltd.
Bristol Haulage Co., Ltd.
Bristol Foundry Co., Ltd.
Avon Cold Storage and Ice Co., Ltd.
H. W. Carter & Co., Ltd.
Hermitage Park Farm, Ltd.
Bamber Bridge Spinning Co., Ltd.
Manchester Investors, Ltd.
Basnett Private Property Co., Ltd.
Cuban Land and Development Co. (1911), Ltd.
W.M. Food Co., Ltd.
Home and Foreign Insurance Brokers, Ltd.
Wiggins & Welch, Ltd.
Pendle Manufacturing Co., Ltd
Itchen Breeding Stock Farm, Ltd.
Palace Theatre (Barrow), Co., Ltd.
Sweetmeats, Ltd.
Barlows, Ltd.
Polygon Saw Mills, Ltd.
Cox Bros. & Skelsey, Ltd.
Whaley Bridge Bowling Green Co., Ltd.

London Gazette.—TUESDAY, Nov. 9.

J. Matthew & Son, Ltd.
Mersey Cabinet Works, Ltd.
Mitchell, Shackleton & Co., Ltd.
Birmingham Pitwood Association, Ltd.
Frejus, Ltd.
East End Picture Palace Co., Ltd.
Droylsden Electric Theatre Co., Ltd.
Estancia Cerrillos Co., Ltd.
Anglo-Spanish Metal Co., Ltd.
Karamea Gold Mining Co., Ltd.
Cambs Fruit & Vegetable Society, Ltd.
Vulcan Button Works, Ltd.
Wessex Shipbuilding & Manufacturing
Daniel & Sons, Ltd.
Tower Theatres, Ltd.
Argonauts, Ltd.
Automatic Reed Release Co., Ltd.
F. S. Webb & Co., Ltd.
Frimley Green Coffee Tavern Co., Ltd.
Great Grimsby Clubs Co., Ltd.
Gilbert Campling, Ltd.
Madeira Supply Co., Ltd.
Electro-Chemical Developments, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 5.

ALDRED, FREDERICK, Sheffield. Dec. 8. Smith, Smith & Fielding, Sheffield.
ARROWSMITH, WILLIAM, Thorpe Thewles, Durham, General Dealer. Dec. 14. Faber, Fawcett & Faber, Stockton-on-Tees.
BAIN, ALLAN WEATHERHEAD, Knightsbridge. Dec. 10. Davidson & Morriss, 40 and 42, Queen Victoria-st.
CODAT, WILLIAM RICHARD, Albion-st., Hyde Park. Dec. 1. Bernard C. Drake, Hythe, Kent.
COLEMAN, MATILDA ELEANOR, Rockley-rd., West Kensington. Nov. 30. Sherwood & Warren, 8/9 Essex-st.
DAVIS, ROSALIND, Aberdare-gdns., South Hampstead. Dec. 10. Davidson & Morriss, 40 and 42, Queen Victoria-st.
DONNE, SUSAN, Castle Cary, Somerset. Dec. 6. Woodforde & Drewett, Castle Cary, Somerset.
ELLIOTT, JOHN, Gloucester, Bookseller. Dec. 1. Grimes, Madge & Lloyd, Gloucester.
FISH, WILLIAM DAVID, Combe Martin, Devon. Dec. 1. Edwd. Wm. Oliver, 80, Coleman-st.
FOOKS, EDWARD JOHN, Langton Green, Kent, Solicitor. Dec. 31. Arnold, Chadwick, Fooks & Co., 60, Carey-st., Lincoln's Inn-fields.
GIFFORD, PATRICK, Claughton Birkenhead. Jan. 1. Weightman, Pedder & Co., Liverpool.
GOSLING, ANNIE HELENA, Kingston-upon-Hull. Dec. 10. Manley & Lowson, Hull.
GOWER, JOHN RICHARD, Rawlpindi, India. Nov. 30. Ivor M. Cule.
HADLEY, WALTER SAMUEL, Small Heath, Wolverhampton, General Manager. Dec. 1. Fowler, Langley & Wright, Wolverhampton.
HARTLEY, GERTRUDE FLOYD, Clifton Bristol. Nov. 19. Smith, Sons & Ford, Weston-super-Mare.
HENDERSON, WILLIAM, Java, Dutch East Indies, Merchant. Dec. 4. Stephenson, Harwood & Co., 31, Lombard-st.
HOLZBACHER, VALENTINE, Naylor-rd., Peckham. Dec 5. Edwards & Sons, Finsbury-ct., Finsbury-pavement.
IBBOTSON, OMAR PASHA, Sheffield, Ivory Cutter. Dec. 13. John C. Auty, Sheffield.
IBBOTSON, SARAH ELIZABETH, Sheffield. Dec. 13. John C. Auty, Sheffield.
JAL, JOHN JAMES, Hythe, Kent, Builder. Dec. 1. Bernard C. Drake, Hythe, Kent.
JOHNSON, WILLIAM HENRY, Nottingham, Hotel Proprietor. Dec. 11. Day & Johnson, Nottingham.
KELSALL, WILLIAM, Wilshaw, near Ashton-under-Lyne, J.P. Jan. 1. Jno. Clayton & Son, Ashton-under-Lyne.
KITCHING, MARY, Hunslet, Leeds. Dec. 4. Bulmer, Lawson & Ward, Leeds.
LEWIN, PERCIVAL LIONEL THOMAS, Johannesburg, Transvaal. Dec. 17. Michael Abrahams, Sons & Co., 5, Tokenhouse-yard.
MOORE, MARTIN HUNTLEY, East Boldon, Durham. Dec. 15. Ranson & Co., Sunderland.
MORGAN, EVAN, Brecon, Brecknock, Wool Stapler. Dec. 1. James Morgan & Co., Cardiff.
OLDHAM, WILLIAM, Gorton, Manchester. Dec. 17. Wilson & Firth, Ashton-under-Lyne.
OLDHAM, JANE ANN, Gorton, Manchester. Dec. 17. Wilson & Firth, Ashton-under-Lyne.
OWEN, ALEXANDER, Lytham, Lancs., Professor of Music. Dec. 24. J. & E. Whitworth, Manchester.
POLLINS, JAY, New Brunswick, New Jersey, U.S.A. Dec. 5. Theodore Goddard & Co., 10, Serjeants' Inn.
RADCLIFFE, MARY JANE, "Druidstone," Monmouth. Dec. 4. Dawson & Co., 2, New-sq., Lincoln's Inn.
ROUTLEDGE, ANNE HAYWARD, Blundellsands, Lancs. Dec. 8. Carter, Vincent & Co., Bangor.
SHARP, CHARLES FREDERICK, Carlisle. Nov. 30. James R. Burnett, Carlisle.
SIMSON, ALFRED, Brompton-sq., Merchant. Dec. 18. Luttey & Hart, 138, Leadenhall-st.
SLEET, FREDERICK, Kingston, Surrey. Dec. 13. Smith & Burrell, Richmond, Surrey.
SOUTHWORTH, MARTHA, Poulton-le-Fylde. Dec. 14. C. H. Beech, Manchester.
THORPE, JOHN ARTHUR, Southport, Lancs., Brewery Manager. Dec. 1. Alfred Read, Blackburn.
THORP, EMMA, Halifax. Dec. 18. Jubb, Booth & Helliwell, Halifax.
TRELOAR, GEORGE GILES, Nunhead, Surrey. Dec. 5. Theodore Goddard & Co., 10, Serjeants' Inn.
WADDINGTON, FRANK, Armley, Leeds, Surgeon. Dec. 1. Beaumont & Son, Leeds.
WATERS, HENRY, Sandown, I. of W. Dec. 6. Herbert H. Sydney, Sandown, I. of W.
WHITE, NATHAN CHINCHEN, Swanage. Dec. 2. J. R. Slade, Swanage.
FRANCES, HELEN, Wilson, Totteridge, Herts. Dec 11. Holt, Beever & Crowdy, Bloomsbury-sq.
WILLIAMS, DAVID JAMES, Llanelly. Dec. 18. Brodie & Walton, Llanelly.
ZANTEN, JACOBUS MARINUS VELDHUYZEN VAN, Lisse, Holland, Florist. Nov. 30. Hempsons, 33, Henrietta-st.

London Gazette.—TUESDAY, Nov. 9.

LAST DAY OF CLAIM.

BAKER, FREDERICK CHARLES, Brixton Hill, Clerk. Dec. 8. Elwes & Turner, Colchester.
BARCHARD, EDMOND ELPHINSTONE, Columbus, Ohio, U.S.A. Dec. 17. Ince, Colt, Ince & Roscoe, 81, Benet Chambers, Fenchurch-st.
BERRY, WILLIAM, *Darwen*, Lancs., Furniture Dealer. Dec. 13. Kay & Holland, Darwen.
BRIGHT, REGINALD, Hanover-st., Hanover-sq. Dec. 18. Meade-King & Co., Bristol.
CALLAGHAN, JOHN, Sunderland, Licensed Victualler. Nov. 30. William Bell & Sons, Sunderland.
COOK, Sir EDWARD TYAS, K.B.E., South Stoke, Oxford. Jan. 1. Chester, Broome & Griffiths, 36, Bedford-row.
COLLEDGE, MARY, Northampton. Dec. 15. Dennis, Faulkner & Alsop, Northampton.
COX, CAROLINE, Liss, Hants. Dec. 10. Burley & Gench, Petersfield.
DALBY, WILLIAM, Doncaster. Dec. 8. Frank Allen, Doncaster.
DEARDEN, ANN, Greenheys, Manchester. Dec. 5. Vernon Haigh Henderson, Manchester.
GRANGE, GEORGE, Hartwith-cum-Winsley, Yorks., Farmer. Dec. 10. Kirby, Son & Atkinson, Harrogate.
GRIGGS, Sir PETER, M.P., J.P., Ilford. Dec. 31. W. A. Ashby, 105, Newington-causeway.
HUNT, WILLIAM FREDERICK JAMES, Southsea, Official Receiver in Bankruptcy. Nov. 29. John R. C. Miller, Portsmouth.
JONES, ANN JANE, Reddish, Lancs. Dec. 10. Crofton, Craven & Co., Manchester.
JONES, THOMAS, Blackpill, Swansea, Colliery Proprietor. Dec. 21. William Cox, Swansea.
LOWE, MARY, Sheffield. Dec. 18. Bramley & Coombe, Sheffield.
LYTHGOE, ELIZABETH, New Brighton. Dec. 7. J. Priest & Sons, Liverpool.
MACKINNON, ALAN MURRAY, Mallord-st., Chelsea. Dec. 15. Kekewich, Smith & Kaye, 2, Suffolk-ln.
MATTHEWS, MARGARET, Abercarn, Mon. Dec. 8. Trevor C. Griffiths & Co., Blackwood, Mon.
MINCHIN, GRACE, Claverdale-rd., Upper Tulse-hill. Dec. 13. Roney & Co., 42, New Broad-st.
PLINTER, JOHN, Romford. Nov. 30. Mullis & Peake, Romford.
MURLEY, WILLIAM DOBSON, Cubitt Town, Licensed Victualler. Nov. 20. Alfred A. Robinson, 101, Bow-rd.
PECK, SAMUEL, Edgbaston, Birmingham. Dec. 16. Cottrell & Son, Birmingham.
POOLEY, SARAH MARY, Knutsford. Dec. 6. Hore, Pattisson & Bathurst, 48, Lincoln's Inn-fields.
POWDRILL, SAMUEL DUTTON, Farndon, Chester. Dec. 13. Barker & Rogerson, Chester.
REGAN, JOSEPH ANTHONY, Liverpool. Nov. 27. Evans, Lockett & Co., Liverpool.
REYNOLDS, SOPHIA, Acton-hill. Dec. 17. Laytons, 29, Budge-row.
ROSS, JOHN, Norbury. Jan. 6. Andrew, Wood, Purves & Sutton, 8 and 9, Great James-st., Bedford-row.
SKINNER, ELIZABETH WALKER, Paignton. Dec. 4. Gidley & Wilcocks, Plymouth.
SMITH, GEORGE, Kingswinford, Staffs. Dec. 4. Jobson & Marshall, Dudley.

SPRINGETT, WILLIAM HENRY JOSEPH, Lavender Hill. Dec. 15. Taylor, Willcocks & Co., 216, Strand.
STEVENSON, HENRY MATHEW, Handsworth, Birmingham, Paper Merchant. Dec. 20. Mogford, Son & Warwick, Birmingham.
TAYLOR, WILLIAM, West Kirby, Cheshire. Dec. 6. Woolcott & Co., West Kirby.
THOMAS, JOSIAH PHILIP, Weston-super-Mare. Dec. 31. Jeffery Parr, Hassell & Parr, Birmingham.
WALLACE, GEORGE, Long Eaton, Derby, Fitter. Dec. 24. Eking, Morris & Co.
WATSON, HANNAH, Pelsall, Staffs. Dec. 4. Enoch Evans & Son, Walsall.
WEBLEY, HENRY, Radcliffes & Hood, 28, Old Queen-st.
WHEWELL, JOHN HORACE, Handsworth, Birmingham. Nov. 30. C. F. Price, Atkins & Price, Birmingham.
WILSON, ARTHUR ROBERT, Bishopgate. Jan. 4. Laytons, 29, Budge-row.

Bankruptcy Notices.

London Gazette.—FRIDAY, Oct. 29.

RECEIVING ORDERS.

BLAIR, STUART DUNCAN, Leinster-sq., Bayswater. High Court. Pet. June 18. Ord. Oct. 25.
BONAVENTURA, FELICE ADOLFO, and AVELINE, HUGH EDWARD, and HARRISON, EDWARD, Great Tower-st., Chemical Merchants. High Court. Pet. Oct. 27. Ord. Oct. 27.
CRAIG, GEORGE, and CRAIG, EDWIN GEORGE, Marlborough-rd., Bowes Park, Pianoforte Manufacturers. Edmonton. Pet. Oct. 25. Ord. Oct. 25.
DAVEY, GEORGE WILLIAM, DAVEY, JOHN HENRY, and DAVEY, BERT, Burnley, Tin Plate Workers. Burnley. Pet. Oct. 25. Ord. Oct. 25.
FERNAU, PHILIP NOEL, Wilton-st., Grosvenor-pl. High Court. Pet. Sept. 14. Ord. Oct. 26.
FUNNELL, GEORGE FERGUSSON, Coram-st., Russell-sq. High Court. Pet. Sept. 9. Ord. Oct. 26.
GILLIGAN, MARY ELLEN, Scarborough, Boot Dealer. Scarborough. Pet. Oct. 25. Ord. Oct. 25.
HUMPHRIES, H., Stoneham-rd., Upper Clapton. High Court. Pet. Oct. 4. Ord. Oct. 27.
IRELAND, ALBERT WILLIAM, Barford, Warwick, Baker. Warwick. Pet. Oct. 23. Ord. Oct. 23.
JONES, WILLIAM, Bristol, Grocer's Assistant. Bristol. Pet. Oct. 5. Ord. Oct. 26.
MARTIN, ARTHUR SAMUEL, South Norwood, Costumier. Croydon. Pet. Oct. 26. Ord. Oct. 26.
MORDANT, ALFRED, Falcon-st., Brush Merchant. High Court. Pet. Oct. 25. Ord. Oct. 25.
MOSLEY & HARRIS, Charing Crossrd. High Court. Pet. Sept. 7. Ord. Oct. 27.
MUNROE, JAMES MACKAY, Leicester-sq., Civil Engineer. High Court. Pet. Aug. 25. Ord. Oct. 27.
NICHOLS, WILLIAM, Mexborough, Bricklayer. Sheffield. Pet. Oct. 25. Ord. Oct. 25.
ORTON, HENRY, and ORTON, BERTIE, Blaby, Leicester, Hosiery Manufacturers. Leicester. Pet. Oct. 12. Ord. Oct. 25.
PHARAOH, TYSON, Windermere, Grocer. Kendal. Pet. Oct. 23. Ord. Oct. 23.
RHOADES, HAROLD, Kingston-upon-Hull, General Carrier. Kingston-upon-Hill. Pet. Oct. 26. Ord. Oct. 26.
TARATOOTY, NACHMAN, High-road, Chiswick. Brentford. Pet. Oct. 2. Ord. Oct. 26.
WILLIAMS, STANLEY, Landore, Boot Repairer. Swansea. Pet. Oct. 25. Ord. Oct. 25.
WILLCOX, GEORGE BLAYNE, Grantham, Lincs., Licensed Victualler. Nottingham. Pet. Oct. 26. Ord. Oct. 26.

FIRST MEETINGS.

BLACKMAN, EDWARD JAMES, Bishop's Waltham, Timber Merchant. Nov. 8 at 12. Off. Rec., Midland Bank Chambers, High-st., Southampton.
BLACH, ALFRED JOHN, Colwyn Bay, Milliner. Nov. 5 at 2.30. Crypt Chambers, Eastgate-row, Chester.
BLAIR, STUART DUNCAN, Leinster-sq., Bayswater. Nov. 9 at 12. Bankruptcy-bldgs., Carey-st.
BONAVENTURA, FELICE ADOLFO, and AVELINE, HUGH EDWARD, Golders Green, and HARRISON, EDWARD, Neasden, Chemical Merchants. Nov. 12 at 11. Bankruptcy-bldgs., Carey-st.
CRAIG, GEORGE, and CRAIG, EDWIN GEORGE, Marlborough-rd., Bowes Park, Middlesex, Pianoforte Manufacturers. Nov. 9 at 3. 14, Bedford-row.
FAWCETT, THOMAS ALFRED, Horsforth, near Leeds, Tobacconist. Nov. 6 at 10.30. Off. Rec., 24, Bond-st, Leeds.
FERNAU, PHILIP NOEL, Wilton-st., Grosvenor-pl. Nov. 11 at 11. Bankruptcy-bldgs., Carey-st.
FUNNELL, GEORGE FERGUSSON, Coram-st., Russell-sq., Nov. 11 at 12. Bankruptcy-bldgs., Carey-st.
GRIME, RICHARD, Scarborough, Fruiterer. Nov. 5 at 4.15. Off. Rec., Westborough, Scarborough.
HARRISON & SON, Southend-on-Sea, Electrical Engineers. Nov. 9 at 2.30. 14, Bedford-row.
HUMPHRIES, H., Upper Clapton. Nov. 10 at 11. Bankruptcy-bldgs., Carey-st.
IRELAND, ALBERT WILLIAM, Barford, Warwick, Baker. Nov. 8 at 12.30. Off. Rec., 8, High-st., Coventry.
KING, GEORGE RATCLIFFE, Halifax, York, Wool Dealer. Nov. 5 at 10.30. County Court House, Prescott-st., Halifax.
LONG, WILLIAM THOMAS, Malton, Yorks., Gardener. Nov. 5 at 3.30. Off. Rec., Westborough, Scarborough.
LOVE, HENRY FRANKLIN, Winchmore Hill. Nov. 9 at 11.30. 14, Bedford-row.
MARTIN, ARTHUR SAMUEL, South Norwood, Costumier. Nov. 8 at 3. 132, York-rd., Westminster Bridge-rd.
MORDANT, ALFRED, Falcon-st., Brush Merchant. Nov. 8 at 12. Bankruptcy-bldg., Carey-st.
MORRIS, Captain J. MURRAY, New Southgate. Nov. 9 at 11. 14, Bedford-row.
MOSLEY & HARRIS, Charing Cross-rd. Nov. 9 at 11. Bankruptcy-bldgs., Carey-st.
MUNROE, JAMES MACKAY, Leicester-sq., Civil Engineer. Nov. 10 at 12. Bankruptcy-bldgs., Carey-st.
NICHOLS, WILLIAM, Mexborough, Bricklayer. Nov. 5 at 12.30. Off. Rec., Figtree-la., Sheffield.
ORTON, HENRY, and ORTON, BERTIE, Blaby, Leicester, Hosiery Manufacturers. Nov. 5 at 3. Off. Rec., 1, Berridge-st., Leicester.
PROSSER, CORDELIA, Glynneath, Glam., Draper. Nov. 6. at 11. Off. Rec., Government-bldgs., St. Mary's-st., Swansea.
ROBERTS, ALFRED, Mappowder Rectory, Sturminster. Nov. 5 at 3. Off. Rec., City Chambers, Catherine-st., Salisbury.
RUTT, ALFRED, Felixstowe, Company Director. Nov. 8 at 3. Off. Rec., Midland Bank Chambers, High-st., Southampton.
WILSON, EDMUND PEMBROKE, Scarborough, Sign Writer, Sheffield. Nov. 5 at 4. Off. Rec., 48, Westborough, Scarborough.
WILSON, HARRY, Leavening, near Malton, Yorkshire, Horse Dealer. Nov. 5 at 3.45. Off. Rec., 48, Westborough, Scarborough.
YATES, WILLIAM HEALY, Sheffield, Manager. Nov. 5 at 12. Off. Rec., Figtree-la., Sheffield.

ADJUDICATIONS.

BONAVENTURA, FELICE ADOLFO, and AVELINE, HUGH EDWARD, Golders Green, and HARRISON, EDWARD, Neasden, Chemical Merchants. High Court. Pet. Oct. 27. Ord. Oct. 27.
CRAIG, GEORGE, and CRAIG, EDWIN GEORGE, Bowes Park, Middlesex, Pianoforte Manufacturers. Edmonton. Pet. Oct. 25. Ord. Oct. 25.
DAVEY, GEORGE WILLIAM, DAVEY, JOHN HENRY, and DAVEY, BERT, Burnley, Tin Plate Workers. Burnley. Pet. Oct. 25. Ord. Oct. 25.
DIAMANT, SAMUEL, Elgin-av., Chemical Merchant. High Court. Pet. Aug. 10. Ord. Oct. 26.
GILLIGAN, MARY ELLEN, Scarborough, Boot Dealer. Scarborough. Pet. Oct. 25. Ord. Oct. 25.
HUMPHRIES H., Upper Clapton. High Court. Pet. Oct. 4. Ord. Oct. 27.
IRELAND, ALBERT WILLIAM, Barford, Warwick, Baker. Warwick. Pet. Oct. 23. Ord. Oct. 23.
MACKMURDO, ARTHUR HEYGATE, Witham, Essex, Architect, Chelmsford. Pet. July 7. Ord. Oct. 26.
MARTIN, ARTHUR SAMUEL, South Norwood, Costumier. Croydon. Pet. Oct. 26. Ord. Oct. 26.
MENDELSOHN, JACK JACOB, Crouch End, Milliner. High Court. Pet. Aug. 10. Ord. Oct. 26.
MORDANT, ALFRED, Falcon-st., Brush Merchant. High Court. Pet. Oct. 25. Ord. Oct. 25.
NICHOLS, WILLIAM, Mexborough, Bricklayer, Sheffield. Pet. Oct. 25. Ord. Oct. 25.
ORTON, HENRY, and ORTON, BERTIE, Blaby., Leicester, Hosiery Manufacturers. Leicester. Pet. Oct. 12. Ord. Oct. 25.
PHARAOH, TYSON, Windermere, Grocer. Kendal. Pet. Oct. 23. Ord. Oct. 23.
RHOADES, HAROLD, Kingston-upon-Hull, General Carrier. Kingston-upon-Hull. Pet. Oct. 26. Ord. Oct. 26.
THORPE, HANDEL, Stalybridge, Chester, Manufacturing Confectioner. Ashton-under-Lyne. Pet. Sept. 30. Ord. Oct. 21.
WATKINS, GEORGE, Gutter-la., Furrier. High Court. Pet. Aug. 18. Ord. Oct. 25.
WILLIAMS, STANLEY, Swansea, Boot Repairer. Swansea. Pet. Oct. 25. Ord. Oct. 25.
WILLCOX, GEORGE BLAYNE, Grantham, Licensed Victualler. Nottingham. Pet. Oct. 26. Ord. Oct. 26
The following amended notice substitute dfor that published in the London Gazette of the 6th August, 1920:—
MILLER, FRANCIS MARCHANT, Sutherland-pl., Bayswater. High Court. Pet. Jan. 5. Ord. Aug. 4.

London Gazette.—TUESDAY, Nov. 2.

RECEIVING ORDERS.

CHAPMAN, JOSEPH, Anfield, Liverpool, Taxi Driver. Liverpool. Pet. Oct. 15. Ord. Oct. 29.
GROVES, HENRY, Grimes Hill, near Earlswood, Builder. Birmingham. Pet. Oct. 2. Ord. Oct. 29.
HARRISON, GEORGE, Clapham Common, Company Secretary, Wandsworth. Pet. Oct. 7. Ord. Oct. 28.
KENDALL, EDITH, Cleethorpes, Motor Engineer, Great Grimsby. Pet. Oct. 28. Ord. Oct. 28
LAWLEY, GEORGE, Stalybridge, Cheshire, Fish Salesman, Ashton-under-Lyne. Pet. Oct. 30. Ord. Oct 30.
LESNER, GEORGE WILLIAM, Kingston, Surrey, Electrical Engineer. High Court. Pet. Sept. 3. Ord. Oct. 30.
MARTIN, NICHOLAS, Stockton-on-Tees, Fruiterer. Stockton-on-Tees. Pet. Oct. 28. Ord. Oct. 28.
MCELROY, WILLIAM, Waterloo-pl. High Court. Pet. Aug. 24. Ord. Oct. 27.
MILLBOURN, THOMAS, Wealdstone, Harrow, Agent, Barnet. Pet. Oct. 12. Ord. Oct. 27.
OXLEY, HENRY HALLIFIELD, Battle, Sussex, Engineer, Hastings. Pet. July 8. Ord. Sept. 30.
PAPE, ROBERT WILLIAM, Dalton-in-Furness, Butcher, Barrow-in-Furness. Pet. Oct. 29. Ord. Oct. 29.
PARKER, ALBERT HENRY, Sheffield, Fruiterer. Sheffield. Pet. Oct. 30. Ord. Oct. 30.
THOMSON, JAMES CRUICKSHANK, Mansfield, Electrician, Nottingham. Pet. Oct. 30. Ord. Oct. 30.
TOLLEMACHE, CECIL HERBERT, Bournemouth. Poole. Pet. Sept. 9. Ord. Oct. 29.
TOMLINSON, HERBERT, Longsight, Manchester, Builder. Manchester. Pet. Oct. 28. Ord. Oct. 28.
TROMP, JACOB, Francis-st. High Court. Pet. Aug. 27. Ord. Oct. 28.
WARD, W. H. S., Acton, Electrical Engineer. Brentford. Pet. Oct. 8. Ord. Oct. 29.
WILLIAMS, H. H., West Norwood. High Court. Pet. Sept. 27. Ord. Oct. 28.
WILLIAMS, ROBERT OWEN, Edgbaston, Builder. Birmingham. Pet. Oct. 28. Ord. Oct. 28.
WILLINK, J. H. W., Norwich. High Court. Pet. July 20. Ord. Oct. 28.
WILSON, ANNIE, Scarborough, Laundress. Scarborough. Pet. Oct. 29. Ord. Oct. 29.

FIRST MEETINGS.

GLOVER, ARTHUR, Nottingham, Sausage Skin Manufacturer. Nov. 9 at 12. Off. Rec., 4, Castle-pl., Nottingham.
HARRISON, GEORGE, Clapham Common, Company Secretary. Nov. 10 at 11.30. 132, York-rd., Westminster Bridge-rd.
LESLIE, FRANK JOHN, Liverpool, Solicitor. Nov. 10 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.
LESLIE, FRANK JOHN, Liverpool, Solicitor. Nov. 10 at 11.30. Off. Rec., Union Marine-Bldgs., 11, Dale-st.
MARTIN, NICHOLAS, Stockton-on-Tees, Fruiterer. Nov. 11 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.
MCELROY, WILLIAM, Waterloo-pl. Nov. 10 at 12.30. Bankruptcy-bldgs., Carey-st.
OXLEY, HENRY HALLIFIELD, Battle, Sussex, Engineer. Nov. 12 at 2.30. Off. Rec., 12a, Marlborough-pl., Brighton.
RHOADES, HAROLD, Kingston-upon-Hull, Carting Agent. Nov. 12 at 11.30. Off. Rec., York City Bank Chambers, Lowgate, Hull.
RYMER, GEORGE, Leeds, Clothier. Nov. 10 at 11. Off. Rec., 24, Bond-st., Leeds.
SILKSTONE, GEORGE, Stretton, near Alfreton, Coal Miner. Nov. 9 at 11.30. Off. Rec., 4, Castle-pl., Nottingham.
TARATOOTY, NACHMAN, Chiswick. Nov. 12 at 3. 14, Bedford-row.
TROMP, JACOB, Francis-st. Nov. 11 at 12. Bankruptcy-bldgs., Carey-st.
WILLIAMS, HAROLD HALE, West Norwood. Nov. 10 at 11. Bankruptcy-bldgs., Carey-st.
WILLIAMS, STANLEY, Landore, Swansea, Boot Repairer. Nov. 10 at 11. Off. Rec., Government-bldgs., 80, Mary's-st., Swansea.
WILLINK, J. H. W., Norwich. Nov. 10 at 12. Bankruptcy-bldgs., Carey-st.
WOLFENDEN, JOHN, Cheriton, Hairdresser. Nov. 10 at 11. Off. Rec., 68a, Castle-st., Canterbury.
YATES, HUMPHREY WILLIAM MAGHULL, Hythe. Nov. 10 at 11.30. Off. Rec., 68a, Castle-st., Canterbury.

ADJUDICATIONS.

CRESWELL, DENNIS BERNARD, Devonport. Plymouth. Pet. Aug. 26. Ord. Oct. 29.
FUNNELL, GEORGE FERGUSSON, Russell-sq. High Court. Pet. Sept. 30. Ord. Oct. 30.
GILLESPIE, TOM, Bexhill, Sussex. Hastings. Pet. Sept. 16. Ord. Oct. 29.
JACKSON, JAMES, Tredegar. Tredegar. Pet. July 15. Ord. Oct. 27.
KENDALL, EDITH, Cleethorpes. Great Grimsby. Pet. Oct. 28. Ord. Oct. 29.
LAWLEY, GEORGE, Stalybridge, Cheshire, Fish Salesman, Ashton-under-Lyne. Pet. Oct. 30. Ord. Oct. 30.
MARTIN, NICHOLAS, Stockton-on-Tees, Fruiterer. Stockton-on-Tees. Pet. Oct. 28. Ord. Oct. 28.
MCCULLOCH, PHILLIP GEORGE PAGE, St. James'-st. Pet. Aug. 24. Ord. Oct. 30.
PAPE, Robert William, Dalton-in-Furness, Butcher, Barrow-in-Furness. Pet. Oct. 29. Ord. Oct. 29.
PARKER, ALBERT HENRY, Sheffield, Fruiterer. Sheffield. Pet. Oct. 30. Ord. Oct. 30.
RUSSELL, CHARLES NEWTON, Highgate, Motor Salesman. High Court. Pet. Aug. 27. Ord. Oct. 28.
THOMSON, JAMES CRUICKSHANK, Mansfield, Electrical Engineer. Nottingham. Pet. Oct. 30. Ord. Oct. 30.
TOMLINSON, HERBERT, Longsight, Manchester, Builder. Manchester. Pet. Oct. 28. Ord. Oct. 28.
STRUDWICK, LESLIE, Jermyn-st. High Court. Pet. Sept. 8. Ord. Oct. 28.
WILLIAMS, HAROLD HALE, West Norwood. High Court. Pet. Sept. 27. Ord. Oct. 29.
WILLIAMS, ROBERT OWEN, Edgbaston, Builder. Birmingham. Pet. Oct. 28. Ord. Oct. 28.
WILLIAMS, SAMUEL, Lilleshall, Salop, Miner. Stafford. Pet. Sept. 9. Ord. Oct. 30.
WILSON, ANNIE, Scarborough, Laundress. Scarborough. Pet. Oct. 29. Ord. Oct. 29.
WILSON, HARRY, Leavening, near Malton, Yorkshire, Horse Dealer. Scarborough. Pet. Sept. 29. Ord. Oct. 29.
YATES, WILLIAM HEALY, Sheffield, Manager. Sheffield. Pet. Aug. 19. Ord. Oct. 27.